

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 3		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 08/29/01		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		US ARMY ENGINEER DISTRICT, HONOLULU CORPS OF ENGINEERS, BUILDING S-200 FORT SHAFTER, HAWAII 96858-5440 CONTRACT SPECIALIST: JODY MURAOKA		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		DACA83-01-B-0004	
						9B. DATED (SEE ITEM 11) 08/06/01	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
FY01 BUP Barracks Repair, Builidng 503A, Fort Shafter, Oahu, HI							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

1. CHANGES TO THE SOLICITATION. Attached hereto are new and revised pages to the solicitation. The revision mark "(Am-0001)" is shown on each new and revised page.

a. REVISED PAGES/PROVISIONS/CLAUSES/PARAGRAPHS. Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire sections are being re-issued under Am-0001, only the following pages/provisions/clauses/paragraphs changed in these sections.

Section 00700

Clause 52.225-12, Liquidated Damages--Construction (Sep 2000)

Section 01000

Section 01330, Submittal Register, pages 1 through 23

Section 09720, Paragraphs 1.1 and 2.1.1

Section 13851, Pages 1 and 2, Paragraphs 1.1, 1.3.6, 1.4.2, 1.4.3, 2.5.1 and 2.6.2

Section 14210, Paragraph 2.10

Section 15895, Paragraphs 2.9.1.2 and 3.1.14

2. CHANGES TO DRAWINGS.

REVISED DRAWINGS (ISSUED). The following revised drawings replace the like-numbered drawings and are issued herewith:

RING NO.	DRAWING NUMBER	SHEET NO.	LTR	DATE
2	721-11-26	T-2	A	8/10/01
4	721-11-26	T-4	A	8/10/01
8	721-11-26	A-2	A	8/10/01
9	721-11-26	A-3	A	8/10/01
12	721-11-26	A-6	A	8/10/01
13	721-11-26	A-7	A	8/10/01
15	721-11-26	A-9	A	8/10/01
17	721-11-26	A-11	A	8/10/01
18	721-11-26	A-12	A	8/10/01
19	721-11-26	A-13	A	8/10/01
27	721-11-26	S-1	A	8/10/01
28	721-11-26	S-2	A	8/10/01
29	721-11-26	S-3	A	8/10/01
30	721-11-26	S-4	A	8/10/01
31	721-11-26	S-5	A	8/10/01
32	721-11-26	S-6	A	8/10/01
33	721-11-26	S-7	A	8/10/01
34	721-11-26	S-8	A	8/10/01
40	721-11-26	M-6	A	8/10/01
41	721-11-26	M-7	A	8/10/01
42	721-11-26	M-8	A	8/10/01
43	721-11-26	M-9	A	8/10/01
44	721-11-26	M-10	A	8/10/01
45	721-11-26	M-11	A	8/10/01
47	721-11-26	M-13	A	8/10/01
48	721-11-26	M-14	A	8/10/01

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REV.				REVISION
RING NO.	DRAWING NUMBER	SHEET NO.	LTR	DATE

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51	721-11-26	M-17	A	8/10/01
52	721-11-26	M-18	A	8/10/01
53	721-11-26	M-19	A	8/10/01
54	721-11-26	M-20	A	8/10/01
57	721-11-26	E-2	A	8/10/01
62	721-11-26	E-7	A	8/10/01
63	721-11-26	E-8	A	8/10/01
64	721-11-26	E-9	A	8/10/01
65	721-11-26	E-10	A	8/10/01
67	721-11-26	E-12	A	8/10/01
71	721-11-26	E-16	A	8/10/01
72	721-11-26	E-17	A	8/10/01

3. The bid opening date of September 6, 2001, is hereby extended to September 10, 2001, 2:00 P.M., Hawaiian Standard Time.

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CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAY 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) "Commercial component" means any component that is a commercial item.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the

submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and

paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) - ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within seven (7) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the dates shown below:

All work on Phase I (1st floor) must be completed by May 24, 2002.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by October 22, 2001. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

All work on Phase II (2nd through 7th floors) must be completed by July 25, 2003. Work on Phase II will not commence until completion of FY01 BUP Barracks Repair Building 502, Fort Shafter, o/a April 5, 2002. Tenants of building 503A will then move to the newly repaired building 502.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by April 5, 2002. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$480.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING.
(OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration .

“Service-disabled veteran-owned small business concern ” —

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for

personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JAN 1997) ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The successful 8(a) Contractor will notify the U.S. Army Engineer District, Honolulu Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been

pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or

their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and

actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all

facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may

be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in the State of Hawaii, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling

information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety,

or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: See FAR 25.104 and DFARS 225.104, Non available Articles.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent

domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or

work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 14 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
 - (2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits,

1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States
\$_____. This draft is drawn under Irrevocable Letter of Credit No.

_____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 Performance and Payment Bonds-- Construction. (July 2000)

(a) *Definitions.* As used in this clause--

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.* (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount

payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified

document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the N/A day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is

liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by as-built drawings.

(b) Weather conditions: Tropical. Data on temperature and rainfall may be obtained from the National Weather Service in Honolulu.

(c) Transportation facilities: The Contractor shall make his own investigation of the condition and availability of public and private roads as well as clearances, restrictions, and load limits of bridges.

(d) Security Requirements. The Contractor shall comply with the industrial security requirements of the Army. Contractor personnel requiring access to the military installation in connection with the contract may be subject to security investigation and shall be admitted to only those parts of the installation or building(s) where their presence is required. While on the job, Contractor employees shall display identification as may be required under the Special Contract Requirements paragraph 'Identification of Employees.' Vehicles operating on the military installation are subject to search by security personnel at any time. Immediately upon receipt of notice to proceed, the Contractor shall furnish to the Contracting Officer the following:

(i) A roster of all employees who will need access to the military installation in connection with the contract. The roster shall be submitted in three copies. If requested in writing by the Contracting Officer, additional personnel data shall also be furnished.

(ii) A list of automotive vehicles which will be used on the military installation in connection with

the contract. The list shall include make, year, license number, details of insurance coverage required by the Special Contract Requirements paragraph "Required Insurance", and expiration date of safety inspection decal. The list of automotive vehicles shall be submitted in four copies. The Contractor shall be responsible for vehicle permits issued to him and its subcontractors. When so authorized by the Contracting Officer, the Contractor may coordinate directly with the military police concerning permits for contractor-owned vehicles. Privately-owned vehicles used by Contractor personnel must be registered with the military police by the individual owners.

(End of Clause)
(R 7-603.25 1965 JAN)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or

any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The

Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a

modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

SEE LIST OF DRAWINGS AT THE END OF SECTION 00800.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act

involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the

terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL_____		_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount

of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

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CONTRACTOR

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ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01320	SD-01 Preconstruction Submittals														
			Preliminary Project Schedule	1.2	G												
			Initial Project Schedule	3.4.2	G												
			Periodic Schedule Updates	3.4.3	G												
			SD-03 Product Data														
			Qualifications	1.2	G												
			Narrative Report	3.5.2	FIO												
			Schedule Reports	3.5.4	FIO												
		01430	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.4	G												
		01572	SD-01 Preconstruction Submittals														
			Construction Waste Management Plan	1.4.3	G												
			Recycling Facility Permits	1.3	FIO												
		01600	SD-03 Product Data														
			Inventory of Y2K Compliant Equipment	1.4	FIO												
		01780	SD-11 Closeout Submittals														
			As-Built Drawings	1.2.1	FIO												
			As-Built Record of Equipment and Materials	1.2.2	FIO												
			Warranty Management Plan	1.3.1	FIO												
			Warranty Tags	1.3.5	FIO												
			Final Clean-up	1.6	FIO												
		01900	SD-01 Preconstruction Submittals														
			Progress Chart	1.5	G												

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						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01900	Inspection of Existing Conditions	1.6	FIO												
			Dust Control	1.8	G												
			Excavation/Trenching Clearance	1.2	FIO												
			Condition of Contractor's Operation or Storage Area	1.3	FIO												
			SD-03 Product Data														
			Recovered Material Report	1.16	FIO												
			SD-07 Certificates														
			Products Containing Recovered Materials	1.15	FIO												
			SD-11 Closeout Submittals														
			As-Built Drawings	1.7	FIO												
		02220	SD-03 Product Data														
			Work Plan		G												
		02316	SD-06 Test Reports														
			Field Density Tests	3.4.3	FIO												
			Testing of Backfill Materials	3.4.2	FIO												
		02364	SD-03 Product Data														
			Termiticide Application Plan		FIO												
			Termiticides	2.1	FIO												
			Verification of Measurement	3.5	FIO												
			Application Equipment	3.4.1	FIO												
			SD-04 Samples														
			Termiticides	2.1	FIO												
			SD-06 Test Reports														

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						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02364	Equipment Calibration and Tank Measurement	3.4.1	FIO												
			SD-07 Certificates														
			Qualifications	1.2	FIO												
		02555	SD-02 Shop Drawings														
			Distribution System	3.4.9	G												
			SD-03 Product Data														
			Distribution System	3.4.9	FIO												
			SD-07 Certificates														
			Distribution System	3.4.9	FIO												
			Welding	1.6	FIO												
			SD-10 Operation and Maintenance														
			Data														
			Distribution System	3.4.9	FIO												
		02821	SD-07 Certificates														
			Chain Link Fence	2.1.1	FIO												
		02921	SD-03 Product Data														
			Equipment	3.1.2	FIO												
			Equipment	3.1.2	FIO												
			Chemical Treatment Material	1.4.3	FIO												
			Delivery	1.4.1	FIO												
			Finished Grade and Topsoil	3.2.1	FIO												
			Topsoil	2.2	FIO												
			Quantity Check	3.4	FIO												
			Seed Establishment Period	3.8	FIO												
			Maintenance Record	3.8.3.5	FIO												

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						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02921	Application of Pesticide	3.5	FIO												
			SD-04 Samples														
			Delivered Topsoil	1.4.1.1	FIO												
			Soil Amendments	2.3	FIO												
			Mulch	2.4	FIO												
			SD-06 Test Reports														
			Equipment Calibration	3.1.2	FIO												
			Soil Test	3.1.3	FIO												
			SD-07 Certificates														
			Seed	2.1	FIO												
			Topsoil	2.2	FIO												
			pH Adjuster	2.3.1	FIO												
			Fertilizer	2.3.2	FIO												
			Organic Material	2.3.4	FIO												
			Soil Conditioner	2.3.5	FIO												
			Mulch	2.4	FIO												
			Pesticide	2.6	FIO												
		02930	SD-02 Shop Drawings														
			Shop Drawings	3.3.1	FIO												
			Finished Grade, Topsoil and	3.2.1	FIO												
			Underground Utilities														
			SD-03 Product Data														
			Chemical Treatment Material	1.4.3.2	FIO												
			Equipment	3.7.2	FIO												
			Delivery	1.4.1	FIO												
			Plant Establishment Period	3.9	G												

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		02930	Maintenance Record	3.9.2.6	FIO												
			Application of Pesticide	3.7	FIO												
			SD-04 Samples														
			Delivered Topsoil	1.4.1.3	FIO												
			Soil Amendments	3.1.2.2	FIO												
			SD-06 Test Reports														
			Soil Test	3.1.2.2	FIO												
			Percolation Test	3.1.2.1	FIO												
			SD-07 Certificates														
			Plant Material	2.1	FIO												
			Topsoil	2.2	FIO												
			pH Adjuster	2.3.1	FIO												
			Fertilizer	2.3.2	FIO												
			Organic Material	2.3.3	FIO												
			Soil Conditioner	2.3.4	FIO												
			Inorganic Mulch	2.4	FIO												
			Pesticide	2.10	FIO												
			SD-10 Operation and Maintenance Data														
			Maintenance Instructions	3.9.5	FIO												
		03307	SD-03 Product Data														
			Water-Reducing or Retarding Admixture	2.1.3.1	FIO												
			Curing Materials	2.1.10	FIO												
			Reinforcing Steel	2.1.5	FIO												

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		03307	Joint Sealants - Field Molded Sealants	2.1.6	FIO												
			Batching and Mixing Equipment	3.1.5.3	FIO												
			Conveying and Placing Concrete	3.2	FIO												
			SD-06 Test Reports														
			Aggregates	2.1.2	FIO												
			Concrete Mixture Proportions	1.3.3	FIO												
			SD-07 Certificates														
			Cementitious Materials	2.1.1	FIO												
			Aggregates	2.1.2	FIO												
		03930	SD-05 Design Data														
			Job mix formula	1.4.1.1	FIO												
			SD-06 Test Reports														
			aggregate	2.1.3	FIO												
			Epoxy resin binder	2.1.1.1	FIO												
			Epoxy grout	2.1.1.2	FIO												
			SD-07 Certificates														
			Epoxy resin binder	2.1.1.1	FIO												
			Epoxy grout	2.1.1.2	FIO												
			SD-08 Manufacturer's Instructions														
			Epoxy	2.1.1	FIO												
		04200	SD-02 Shop Drawings														
			Masonry Work		FIO												
			SD-04 Samples														
			Concrete Masonry Units (CMU)	2.2	FIO												
			SD-06 Test Reports														

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		04200	Masonry Cement	2.3	FIO												
			SD-07 Certificates														
			Concrete Masonry Units (CMU)	2.2	FIO												
			Reinforcing Steel Bars and Rods	2.5	FIO												
			Masonry Cement	2.3	FIO												
			Mortar Admixtures	2.3.1	FIO												
			Grout Admixtures	2.4.1	FIO												
		05500	SD-02 Shop Drawings														
			Miscellaneous Metal Items	1.6	FIO												
		06100	SD-07 Certificates														
			Grading and Marking	2.1.1	FIO												
		06200	SD-02 Shop Drawings														
			Finish Carpentry		FIO												
			SD-04 Samples														
			Plastic laminate	2.3	FIO												
		07840	SD-02 Shop Drawings														
			Firestopping Materials	2.1	FIO												
			SD-07 Certificates														
			Firestopping Materials	2.1	FIO												
			Installer Qualifications	1.5	FIO												
			Inspection	3.3	FIO												
		07900	SD-03 Product Data														
			Backing	2.1	FIO												
			Bond-Breaker	2.2	FIO												
			Sealant	2.4	FIO												
			SD-07 Certificates														

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		07900	Sealant	2.4	FIO												
		08110	SD-02 Shop Drawings														
			Doors and Frames	2.1	FIO												
			SD-03 Product Data														
			Fire Rated Doors and Windows	2.2	FIO												
			SD-07 Certificates														
			Fire Rated Doors and Windows	2.2	FIO												
			Galvanization		FIO												
		08210	SD-02 Shop Drawings														
			Wood Doors		FIO												
			SD-07 Certificates														
			Adhesives	2.1.3	FIO												
		08520	SD-02 Shop Drawings														
			Aluminum Windows	3.1	FIO												
			Insect Screens	2.3	FIO												
			SD-03 Product Data														
			Aluminum Windows	3.1	FIO												
			Aluminum Windows	3.1	FIO												
			SD-04 Samples														
			Aluminum Windows	3.1	FIO												
			SD-06 Test Reports														
			Aluminum Windows	3.1	FIO												
			SD-07 Certificates														
			Aluminum Windows	3.1	FIO												
		08700	SD-02 Shop Drawings														
			Exit Devices	2.5	FIO												

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		08700	SD-03 Product Data														
			Exit Device Accessories	2.5	FIO												
			Card Key Access Control System	2.4.2	FIO												
			Hardware Schedule	1.3	FIO												
			Keying	2.6	G												
			SD-07 Certificates														
			Hardware and Accessories		FIO												
		08810	SD-02 Shop Drawings														
			Installation	3.2	FIO												
			SD-03 Product Data														
			Glazing Accessories	2.3	FIO												
			SD-04 Samples														
			Laminated Glass	2.1.1	FIO												
			Fire/Safety Rated Glass	2.2	FIO												
			SD-07 Certificates														
			Laminated Glass	2.1.1	FIO												
			Fire/Safety Rated Glass	2.2	FIO												
		08850	SD-03 Product Data														
			Fragment Retention Film	2.2	G												
			Fragment Retention Film	2.2	G												
			Fragment Retention Film	2.2	G												
			SD-04 Samples														
			Fragment Retention Film	2.2	FIO												
			SD-06 Test Reports														
			Fragment Retention Film	2.2	FIO												
			SD-07 Certificates														

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		08850	Fragment Retention Film	2.2	FIO												
		09250	SD-02 Shop Drawings														
			Steel Framing	2.4.1	FIO												
			Steel Framing	3.1	FIO												
			Control Joints	3.1.2	FIO												
			Fire-Resistant Assemblies	3.5	FIO												
			SD-07 Certificates														
			Gypsum Wallboard	2.3.1	FIO												
			Gypsum Wallboard	3.5	FIO												
			Steel Framing	2.4.1	FIO												
			Steel Framing	3.1	FIO												
			Fire-Rated Gypsum Board	2.2.2	FIO												
		09310	SD-03 Product Data														
			Tile	2.1	FIO												
			Tile	2.1	FIO												
			Setting-Bed	2.2	FIO												
			Mortar and Grout	2.4	FIO												
			Mortar and Grout	2.4	FIO												
			SD-04 Samples														
			Tile	2.1	FIO												
			SD-07 Certificates														
			Tile	2.1	FIO												
			Mortar and Grout	2.4	FIO												
		09510	SD-02 Shop Drawings														
			Approved Detail Drawings	1.3	FIO												
			SD-04 Samples														

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		09510	Acoustical Units	2.1	FIO												
			SD-06 Test Reports														
			Ceiling Attenuation Class and Test	2.6	FIO												
			SD-07 Certificates														
			Acoustical Units	2.1	FIO												
		09650	SD-03 Product Data														
			Vinyl-Composition Tile		FIO												
			Adhesive		FIO												
			SD-04 Samples														
			Flooring	3.2	FIO												
			SD-06 Test Reports														
			Moisture Test	3.3	FIO												
		09680	SD-02 Shop Drawings														
			Installation	3.4	FIO												
			Molding	2.3	FIO												
			SD-03 Product Data														
			Carpet	1.3	FIO												
			Carpet	2.1	FIO												
			Carpet	2.1.1	FIO												
			Carpet	3.1	FIO												
			Surface Preparation	3.1	FIO												
			Installation	3.4	FIO												
			Regulatory Requirements	1.3	FIO												
			SD-04 Samples														
			Carpet	1.3	FIO												

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		09680	Carpet	2.1	FIO												
			Carpet	2.1.1	FIO												
			Carpet	3.1	FIO												
			Molding	2.3	FIO												
			SD-06 Test Reports														
			Moisture and Alkalinity Tests	3.2	FIO												
			SD-07 Certificates														
			Carpet	1.3	FIO												
			Carpet	2.1	FIO												
			Carpet	2.1.1	FIO												
			Carpet	3.1	FIO												
			SD-10 Operation and Maintenance														
			Data														
			Carpet	1.3	FIO												
			Carpet	2.1	FIO												
			Carpet	2.1.1	FIO												
			Carpet	3.1	FIO												
			Cleaning and Protection	3.5	FIO												
		09720	SD-03 Product Data														
			Wallcoverings	2.1	FIO												
			Manufacturer's Instructions	3.2	FIO												
			Installation	3.3	FIO												
			Maintenance	1.5	FIO												
			Clean-Up	3.4	FIO												
			SD-04 Samples														
			Wallcoverings	2.1	FIO												

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		09720	SD-07 Certificates														
			Wallcoverings	2.1	FIO												
		09900	SD-03 Product Data														
			Paint	2.1	FIO												
			Mixing and Thinning	3.3	FIO												
			Application	3.4	FIO												
			SD-06 Test Reports														
			Paint	2.1	FIO												
			SD-07 Certificates														
			Lead	2.1.3	FIO												
			Mildewcide and Insecticide	2.1.2	FIO												
		09915	SD-04 Samples														
			Color Schedule	2.2	G												
		10100	SD-03 Product Data														
			Visual Display Boards		FIO												
		10160	SD-02 Shop Drawings														
			Approved Detail Drawings	1.3	FIO												
			SD-03 Product Data														
			Toilet Partition System	1.3	FIO												
			Toilet Partition System	2.3	FIO												
			SD-04 Samples														
			Toilet Partition System	1.3	FIO												
			Toilet Partition System	2.3	FIO												
		10201	SD-02 Shop Drawings														
			Wall louvers	2.2	FIO												
			SD-03 Product Data														

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		10201	Wall louvers	2.2	FIO												
			Door louvers	2.3	FIO												
		10440	SD-02 Shop Drawings														
			Detail Drawings	3.1	FIO												
			SD-03 Product Data														
			Installation	3.1	FIO												
			SD-04 Samples														
			Signage	1.3	FIO												
			SD-10 Operation and Maintenance														
			Data														
			Approved Manufacturer's	3.1	G												
			Instructions														
			Protection and Cleaning	3.1.2	FIO												
		10800	SD-03 Product Data														
			Finishes	2.1.2	FIO												
			Accessory Items	2.2	FIO												
			SD-04 Samples														
			Finishes	2.1.2	FIO												
			Accessory Items	2.2	FIO												
		12320	SD-02 Shop Drawings														
			Installation	3.1	FIO												
			SD-03 Product Data														
			Cabinets	2.1	FIO												
			Countertops and Backsplash	2.2	FIO												
			SD-04 Samples														
			Cabinets	2.1	FIO												

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		12320	Countertops and Backsplash	2.2	FIO												
			SD-06 Test Reports														
			Cabinets and Countertops		FIO												
		12490	SD-02 Shop Drawings														
			Approved Detail Drawings	3.2	FIO												
			SD-03 Product Data														
			Window Treatments	3.2	FIO												
			Hardware	1.3	FIO												
			SD-04 Samples														
			Window Treatments	3.2	FIO												
		13851	SD-02 Shop Drawings														
			Fire Alarm Reporting System	1.4.1	G												
			SD-03 Product Data														
			Storage Batteries	2.2	G												
			Voltage Drop		G												
			Special Tools and Spare Parts	2.7.3	G												
			Technical Data and Computer	1.5	G												
			Software														
			Training	3.5	G												
			Testing	3.4	G												
			SD-06 Test Reports														
			Testing	3.4	G												
			SD-07 Certificates														
			Equipment	2.7	G												
			Qualifications	1.3.7	G												

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		13851	SD-10 Operation and Maintenance Data														
			Technical Data and Computer Software	1.5	G												
		14210	SD-02 Shop Drawings														
			Elevator System	3.4	G												
			SD-03 Product Data														
			Operator Training	3.5	FIO												
			Elevator System	3.4	FIO												
			Framed Instructions	3.4	FIO												
			Qualifications	1.3	FIO												
			SD-04 Samples														
			Finishes		FIO												
			SD-10 Operation and Maintenance Data														
			Elevator System	3.4	G												
		15070	SD-02 Shop Drawings														
			Coupling and Bracing	3.1	FIO												
			Flexible Couplings or Joints	3.3	FIO												
			Equipment Requirements	1.3	FIO												
			Contractor Designed Bracing	1.2.4	G												
			RE		FIO												
			SD-03 Product Data														
			Coupling and Bracing	3.1	G												
			RE		FIO												
			Equipment Requirements	1.3	G												

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PN55818

TITLE AND LOCATION

FY01 BUP BARRACKS REPAIR BLDG 503A, FORT SHAFTER, OAHU, HAWAII

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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		15070	Contractor Designed Bracing	1.2.4	G												
			SD-07 Certificates														
			Flexible Ball Joints	2.2	FIO												
		15080	SD-04 Samples														
			Thermal Insulation Materials		FIO												
		15400	SD-02 Shop Drawings														
			Plumbing System	3.8.1	FIO												
			Electrical Schematics		FIO												
			SD-03 Product Data														
			Welding	1.3.1	FIO												
			Plumbing Fixture Schedule	3.9	G RE												
			Vibration-Absorbing Features	3.4	FIO												
			Plumbing System	3.8.1	FIO												
			SD-06 Test Reports														
			Tests, Flushing and Disinfection	3.8	FIO												
			Backflow Prevention Assembly		FIO												
			Tests														
			SD-07 Certificates														
			Materials and Equipment		FIO												
			Bolts	2.1.1	FIO												
			SD-10 Operation and Maintenance														
			Data														
			Plumbing System	3.8.1	FIO												
		15650	SD-02 Shop Drawings														
			Drawings	1.7.2	FIO												
			Installation	3.1	FIO												

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TITLE AND LOCATION

FY01 BUP BARRACKS REPAIR BLDG 503A, FORT SHAFTER, OAHU, HAWAII

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		15650	SD-03 Product Data														
			Refrigeration System	3.1.1	FIO												
			Water Treatment Systems	2.7	FIO												
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			Printed Instructions	3.1.3.6	FIO												
			Printed Instructions	3.5	FIO												
			Verification of Dimensions	1.7.1	FIO												
			Manufacturer's Multi-Year Compressor Warranty	1.8	FIO												
			Tests	3.2	FIO												
			Demonstrations	3.5	FIO												
			SD-06 Test Reports														
			Field Tests	3.2.1	FIO												
			System Performance Tests	3.2.2	FIO												
			Chilled Water Quality Tests		FIO												
			SD-07 Certificates														
			Refrigeration System	3.1.1	FIO												
			SD-10 Operation and Maintenance Data														
			Operation Manual		FIO												
			Maintenance Manuals	3.5	FIO												
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		15895	SD-02 Shop Drawings														
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			Installation	3.1	FIO												

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		15895	SD-03 Product Data														
			Components and Equipment	2.1	FIO												
			Test Procedures	2.11.1	FIO												
			Welding Procedures	3.1.1.1	FIO												
			System Diagrams		FIO												
			Similar Services		FIO												
			Welding Joints		FIO												
			Testing, Adjusting and Balancing	3.5	FIO												
			Field Training	3.7	FIO												
			SD-06 Test Reports														
			Performance Tests	3.6	FIO												
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			Bolts	2.5.2.2	FIO												
			SD-10 Operation and Maintenance Data														
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			HVAC Control System	1.5	FIO												
			Service Organizations	2.1	FIO												
			Equipment Compliance Booklet	1.6	FIO												
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			SD-10 Operation and Maintenance Data														

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		15950	Operation Manual	1.5	FIO												
			Maintenance and Repair Manual	1.6	FIO												
		15990	SD-02 Shop Drawings														
			TAB Schematic Drawings and Report Forms	3.3	G RE												
			SD-03 Product Data														
			TAB Related HVAC Submittals	3.2	FIO												
			TAB Procedures	3.5.1	G RE												
			Calibration	1.4	FIO												
			Systems Readiness Check	3.5.2	FIO												
			TAB Execution	3.5.1	G RE												
			TAB Verification	3.5.4	G RE												
			SD-06 Test Reports														
			Design Review Report	3.1	G RE												
			Systems Readiness Check	3.5.2	G RE												
			TAB Report	3.5.3	G RE												
			TAB Verification Report	3.5.4	G RE												
			SD-07 Certificates														
			Ductwork Leak Testing	3.4	FIO												
			TAB Firm	1.5.1	G RE												
			TAB Specialist	1.5.2	G RE												
		16070	SD-02 Shop Drawings														
			Lighting Fixtures in Buildings	3.2	G												
			Equipment Requirements	1.4	G												
			SD-03 Product Data														
			Lighting Fixtures in Buildings	3.2	G												

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		16070	Equipment Requirements	1.4	G												
			Contractor Designed Bracing	1.3.2	G												
		16120	SD-03 Product Data														
			Installation Instructions	2.2	G												
			SD-06 Test Reports														
			Tests, Inspections, and Verifications	2.3	G												
		16375	SD-02 Shop Drawings														
			Electrical Distribution System	3.10.3	G												
			As-Built Drawings		G												
			SD-03 Product Data														
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			Material and Equipment	2.1	G												
			General Installation Requirements	3.1	G												
			SD-06 Test Reports														
			Factory Tests	2.16	G												
			Field Testing	3.10	G												
			Operating Tests	3.10.10	G												
			Cable Installation	3.2.1.4	G												
			SD-07 Certificates														
			Material and Equipment	2.1	FIO												
			Cable Joints	3.3	G												
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		16415	SD-02 Shop Drawings														
			Interior Electrical Equipment		G												
			SD-03 Product Data														
			As-Built Drawings	1.2.6	G												
			Onsite Tests	3.20.1	G												
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			Field Test Plan		G												
			Field Test Reports	3.18	G												
			SD-07 Certificates														
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		16710	SD-02 Shop Drawings														
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			Spare Parts		FIO												
			Manufacturer's Recommendations	3.1.2	G												
			Test Plan		G												
			Qualifications	1.4	G												
			SD-06 Test Reports														
			Test Reports		FIO												
			SD-07 Certificates														
			Premises Distribution System	1.7	FIO												
			Materials and Equipment	2.1	FIO												

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SECTION 09720

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SECTION 09720

WALLCOVERINGS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 84 (1999) Surface Burning Characteristics of Building Materials

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO)

ICBO Bldg Code (1997) Uniform Building Code

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Wallcoverings
Manufacturer's Instructions

Manufacturer's descriptive data, documentation stating physical characteristics, flame resistance, mildew and germicidal characteristics.

Installation

Preprinted installation instructions for wallcovering and accessories.

Maintenance
Clean-Up

Preprinted cleaning and maintenance instructions for wallcovering and accessories.

SD-04 Samples

Wallcoverings

Three samples of each indicated type, pattern, and color of

wallcovering. Samples of wall covering shall be minimum 5 x 7 inches and of sufficient size to show pattern repeat.

SD-07 Certificates

Wallcoverings

Manufacturer's statement attesting that the product furnished meets or exceeds specification requirements. The statement must; be dated after the award of the contract, state Contractor's name and address, name the project and location, and list the requirements being certified.

1.3 DELIVERY AND STORAGE

Materials shall be delivered to the site in manufacturers original unopened containers labeled with manufacturers name, pattern, texture, size and related information. Materials shall be stored in accordance with the manufacturer's instructions in a clean dry ventilated area.

1.4 WARRANTY

Manufacturer's standard performance guarantees or warranties that extend beyond a one-year period shall be provided.

1.5 EXTRA MATERIALS

Extra material from the same dye lot consisting of 0.5 yards of full-width wallcovering for each 100 linear yards of wallcovering installed shall be provided for maintenance.

PART 2 PRODUCTS

2.1 WALLCOVERINGS

Wallcoverings shall be material designed specifically for the specified use.

2.1.1 Fiber Wall Covering

Fiber wall covering shall be a woven yarn fiber with no backing. **Fiber wall covering shall have a Class A flame spread rating of 0-25 and smoke development rating of 0-50 when tested in accordance with ASTM E 84 and shall pass the acceptance criteria of the ICBO Bldg Code UBC Standard 8-2, Standard Test Method for Evaluating Room Fire Growth Contribution of Textile Wall Coverings, conducted by a nationally recognized testing laboratory.** Pattern and color of fiber wall covering shall be as shown on the drawings and listed in Section 09915 COLOR SCHEDULE. Fiber wall covering shall meet or exceed the following:

- a. Face fiber content: 100% Sisal Yarn Boucle Weave
- b. Total weight: 60-65 ounces per square yard.
- c. Width: 48 inches.
- c. Pile Height: 3/16 to 1/4 inch minimum.

2.2 PRIMER AND ADHESIVE

Primer and adhesive shall be of a type recommended by the wallcovering manufacturer and shall contain a non-mercury based mildewcide. Adhesive shall be strippable type.

2.3 COLOR, TEXTURE, AND PATTERN

Color, texture, and pattern shall be in accordance with Section 09915 COLOR SCHEDULE.

PART 3 EXECUTION

3.1 EXAMINATION

Contractor shall inspect all areas and conditions under which wallcoverings are to be installed. Contractor shall notify in writing of any conditions detrimental to the proper and timely completion of the installation. Work will proceed only when conditions have been corrected and accepted by the installer.

3.2 SURFACE PREPARATION

Wallcovering shall not be applied to surfaces that are rough, that contain stains that will bleed through the wallcovering, or that are otherwise unsuitable for proper installation. Cracks and holes shall be filled and rough spots shall be sanded smooth. Surfaces to receive wallcovering shall be thoroughly dry. Interior surfaces of exterior masonry walls shall be sealed to prevent moisture penetration, then primed with a wallcovering primer in accordance with the manufacturer's instructions. Moisture content of concrete and masonry shall be tested with an electric moisture meter and reading shall be not more than 5 percent. Masonry walls shall have flush joints. Concrete and masonry walls shall be coated with a thin coat of joint compound or cement plaster as a substrate preparation. Surface of walls shall be primed as required by manufacturer's instructions to permit ultimate removal of wallcovering from the wall surface. Primer shall be allowed to completely dry before adhesive application.

3.3 INSTALLATION

3.3.1 Fiber Wallcovering

Wallcovering shall be installed in accordance with the manufacturer's installation instructions. Glue and adhesive spillage shall be immediately removed from wallcovering face and seams with a remover recommended by the manufacturer. After the installation is complete, the fiber wallcovering shall be vacuumed with a ceiling to floor motion.

3.4 CLEAN-UP

Upon completion of the work, wallcovering shall be left clean and free of dirt or soiling. Surplus materials, rubbish, and debris resulting from the wallcovering installation shall be removed and area shall be left clean.

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SECTION 13851

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PART 3 EXECUTION

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- 3.1.2 Wiring
- 3.1.3 Control Panel
- 3.1.4 Detectors
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- 3.1.7 Addressable Initiating Device Circuits Module
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3.2 OVERVOLTAGE AND SURGE PROTECTION

- 3.2.1 Power Line Surge Protection
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3.5 TRAINING

-- End of Section Table of Contents --

SECTION 13851

FIRE DETECTION AND ALARM SYSTEM, ADDRESSABLE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI S3.41 (1990; R 1996) Audible Emergency
Evacuation Signals

CODE OF FEDERAL REGULATIONS (CFR)

47 CFR 15 Radio Frequency Devices

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C62.41 (1991; R 1995) Surge Voltages in
Low-Voltage AC Power Circuits

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

NFPA 72 (1999) National Fire Alarm Code

NFPA 90A (1999) Installation of Air-Conditioning
and Ventilating Systems

NFPA 1221 (1999) Communications, Emergency Services

UNDERWRITERS LABORATORIES (UL)

UL 6 (1997) Rigid Metal Conduit

UL 38 (1994; Rev Nov 1994) Manually Actuated
Signaling Boxes for Use with
Fire-Protective Signaling Systems

UL 268 (1996; Rev thru Jun 1998) Smoke Detectors
for Fire Protective Signaling Systems

UL 268A (1998) Smoke Detectors for Duct
Applications

UL 464 (1996; Rev May 1997) Audible Signal
Appliances

UL 521	(1993; Rev Oct 1994) Heat Detectors for Fire Protective Signaling Systems
UL 797	(1993; Rev thru Mar 1997) Electrical Metallic Tubing
UL 864	(1996) Control Units for Fire-Protective Signaling Systems
UL 1242	(1996; Rev Mar 1998) Intermediate Metal Conduit
(DELETED)	
UL Fire Prot Dir	(2001) Fire Protection Equipment Directory

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Fire Alarm Reporting System; G

Detail drawings, prepared and signed by a Registered Professional Engineer or a NICET Level 3 Fire Alarm Technician, consisting of a complete list of equipment and material, including manufacturer's descriptive and technical literature, catalog cuts, and installation instructions. Note that the contract drawings show layouts based on typical detectors. The Contractor shall check the layout based on the actual detectors to be installed and make any necessary revisions in the detail drawings. The detail drawings shall also contain complete wiring and schematic diagrams for the equipment furnished, equipment layout, and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Detailed point-to-point wiring diagram shall be prepared and signed by a Registered Professional Engineer or a NICET Level 3 Fire Alarm Technician showing points of connection. Diagram shall include connections between system devices, appliances, control panels, supervised devices, and equipment that is activated or controlled by the panel.

SD-03 Product Data

Storage Batteries; G

Substantiating battery calculations for supervisory and alarm power requirements. Ampere-hour requirements for each system component and each panel component, and the battery recharging period shall be included.

Voltage Drop; G

Voltage drop calculations for notification appliance circuits to indicate that sufficient voltage is available for proper appliance operation.

Special Tools and Spare Parts; G

Spare parts data for each different item of material and equipment specified, not later than 3 months prior to the date of beneficial occupancy. Data shall include a complete list of parts and supplies with the current unit prices and source of supply and a list of the parts recommended by the manufacturer to be replaced after 1 year of service.

Technical Data and Computer Software; G

Technical data which relates to computer software.

Training; G

Lesson plans, operating instructions, maintenance procedures, and training data, furnished in manual format, for the training courses. The operations training shall familiarize designated government personnel with proper operation of the fire alarm system. The maintenance training course shall provide the designated government personnel adequate knowledge required to diagnose, repair, maintain, and expand functions inherent to the system.

Testing; G

Detailed test procedures, prepared and signed by a Registered Professional Engineer or a NICET Level 3 Fire Alarm Technician, for the fire detection and alarm system 60 days prior to performing system tests.

SD-06 Test Reports

Testing; G

Test reports, in booklet form, showing field tests performed to prove compliance with the specified performance criteria, upon completion and testing of the installed system. Each test report shall document readings, test results and indicate the final position of controls. The Contractor shall include the NFPA 72 Certificate of Completion and NFPA 72 Inspection and Testing Form, with the appropriate test reports.

SD-07 Certificates

Equipment; G

Certified copies of current approvals or listings issued by an independent test lab if not listed by UL, FM or other nationally recognized testing laboratory, showing compliance with specified NFPA standards.

Qualifications; G

Proof of qualifications for required personnel. The installer

shall submit proof of experience for the Professional Engineer, fire alarm technician, and the installing company.

SD-10 Operation and Maintenance Data

Technical Data and Computer Software; G

Six copies of operating manual outlining step-by-step procedures required for system startup, operation, and shutdown. The manual shall include the manufacturer's name, model number, service manual, parts list, and complete description of equipment and their basic operating features. Six copies of maintenance manual listing routine maintenance procedures, possible breakdowns and repairs, and troubleshooting guide. The manuals shall include conduit layout, equipment layout and simplified wiring, and control diagrams of the system as installed. The manuals shall include complete procedures for system revision and expansion, detailing both equipment and software requirements. Original and backup copies of all software delivered for this project shall be provided, on each type of media utilized. Manuals shall be approved prior to training.

1.3 GENERAL REQUIREMENTS

1.3.1 Standard Products

Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 2 years prior to bid opening. Equipment shall be supported by a service organization that can provide service within 24 hours of notification.

1.3.2 Nameplates

Major components of equipment shall have the manufacturer's name, address, type or style, voltage and current rating, and catalog number on a noncorrosive and nonheat-sensitive plate which is securely attached to the equipment.

1.3.3 Keys and Locks

Locks shall be keyed alike. Four keys for the system shall be provided.

1.3.4 Tags

Tags with stamped identification number shall be furnished for keys and locks.

1.3.5 Verification of Dimensions

After becoming familiar with details of the work, the Contractor shall verify dimensions in the field and shall advise the Contracting Officer of any discrepancy before performing the work.

1.3.6 Compliance

The fire detection and alarm system and the central reporting system shall be configured in accordance with NFPA 72; exceptions are acceptable as directed by the Contracting Officer. The equipment furnished shall be compatible and be UL Fire Prot Dir listed, UL listed, FM approved, or

approved or listed by a nationally recognized testing laboratory in accordance with the applicable NFPA standards.

1.3.7 Qualifications

1.3.7.1 Engineer and Technician

a. Registered Professional Engineer with verification of experience and at least 4 years of current experience in the design of the fire protection and detection systems.

b. National Institute for Certification in Engineering Technologies (NICET) qualifications as an engineering technician in fire alarm systems program with verification of experience and current NICET certificate.

c. The Registered Professional Engineer may perform all required items under this specification. The NICET Fire Alarm Technician shall perform only the items allowed by the specific category of certification held.

1.3.7.2 Installer

The installing Contractor shall provide the following: NICET Fire Alarm Technicians to perform the installation of the system. A NICET Level 3 Fire Alarm Technician shall supervise the installation of the fire alarm system. NICET Level 2 or higher Fire Alarm Technician shall install and terminate fire alarm devices, cabinets and panels. An electrician or NICET Level 1 Fire Alarm Technician shall install conduit for the fire alarm system. Fire Alarm Technicians to perform the installation of the system. A Fire Alarm Technician with a minimum of 4 years of experience shall perform/supervise the installation of the fire alarm system. Fire Alarm Technicians with a minimum of 2 years of experience shall be utilized to assist in the installation and terminate fire alarm devices, cabinets and panels. An electrician shall be allowed to install wire or cable and to install conduit for the fire alarm system. The Fire Alarm technicians installing the equipment shall be factory trained in the installation, adjustment, testing, and operation of the equipment specified herein and on the drawings.

1.3.7.3 Design Services

Installations requiring designs or modifications of fire detection, fire alarm, or fire suppression systems shall require the services and review of a qualified fire protection engineer. For the purposes of meeting this requirement, a qualified fire protection engineer is defined as an individual meeting one of the following conditions:

- a. An engineer having a Bachelor of Science or Masters of Science Degree in Fire Protection Engineering from an accredited university engineering program, plus a minimum of 2 years' work experience in fire protection engineering.
- b. A registered professional engineer (P.E.) in fire protection engineering.
- c. A registered PE in a related engineering discipline and member grade status in the National Society of Fire Protection Engineers.
- d. An engineer with a minimum of 10 years' experience in fire

protection engineering and member grade status in the National Society of Fire Protection Engineers.

1.4 SYSTEM DESIGN

1.4.1 Operation

The fire alarm and detection system shall be designed and installed as a complete, ready to use, addressable, supervised fire alarm reporting system.

The system shall be activated into the alarm mode by actuation of any alarm initiating device. The system shall remain in the alarm mode until the initiating device is reset and the fire alarm control panel is reset and restored to normal. Alarm initiating devices shall be connected to initiating device circuits (IDC), Style D, to signal line circuits (SLC), Style 6, in accordance with NFPA 72. Alarm notification appliances shall be connected to notification appliance circuits (NAC), Style Z in accordance with NFPA 72. A looped conduit system shall be provided so that if the conduit and all conductors within are severed at any point, all IDC, NAC and SLC will remain functional. The conduit loop requirement is not applicable to the signal transmission link from the local panels (at the protected premises) to the Supervising Station (fire station, fire alarm central communication center). Textual, audible, and visual appliances and systems shall comply with NFPA 72. Fire alarm system components requiring power, except for the control panel power supply, shall operate on 24 Volts dc. Addressable system shall be microcomputer (microprocessor or microcontroller) based with a minimum word size of eight bits and shall provide the following features:

- a. Sufficient memory to perform as specified and as shown for addressable system.
- b. Individual identity of each addressable device for the following conditions: alarm; trouble; open; short; and appliances missing/failed remote detector - sensitivity adjustment from the panel for smoke detectors
- c. Capability of each addressable device being individually disabled or enabled from the panel.
- d. Each SLC shall be sized to provide 40 percent addressable expansion without hardware modifications to the panel.

1.4.2 Operational Features

The system shall have the following operating features:

- a. Monitor electrical supervision of IDC, SLC, and NAC. Smoke detectors shall have combined alarm initiating and power circuits.
- b. Monitor electrical supervision of the primary power (ac) supply, battery voltage, placement of alarm zone module (card, PC board) within the control panel, and transmitter tripping circuit integrity.
- c. A trouble buzzer and trouble LED/LCD (light emitting diode/liquid crystal diode) to activate upon a single break, open, or ground fault condition which prevents the required normal operation of the system. The trouble signal shall also operate upon loss of primary power (ac) supply, low battery voltage, removal of alarm

zone module (card, PC board), and disconnection of the circuit used for transmitting alarm signals off-premises. A trouble alarm silence switch shall be provided which will silence the trouble buzzer, but will not extinguish the trouble indicator LED/LCD. Subsequent trouble and supervisory alarms shall sound the trouble signal until silenced. After the system returns to normal operating conditions, the trouble buzzer shall again sound until the silencing switch returns to normal position, unless automatic trouble reset is provided.

- d. A one person test mode. Activating an initiating device in this mode will activate an alarm for a short period of time, then automatically reset the alarm, without activating the transmitter during the entire process.
- e. A transmitter disconnect switch to allow testing and maintenance of the system without activating the transmitter but providing a trouble signal when disconnected and a restoration signal when reconnected.
- f. Evacuation alarm silencing switch which, when activated, will silence alarm devices, but will not affect the zone indicating LED/LCD nor the operation of the transmitter. This switch shall be over-ridden upon activation of a subsequent alarm from an unalarmed device and the NAC devices will be activated.
- g. Electrical supervision for circuits used for supervisory signal services (i.e., sprinkler systems, valves, etc.). Supervision shall detect any open, short, or ground.
- h. Confirmation or verification of all smoke detectors. The control panel shall interrupt the transmission of an alarm signal to the system control panel for a factory preset period. This interruption period shall be adjustable from 1 to 60 seconds and be factory set at 20 seconds. Immediately following the interruption period, a confirmation period shall be in effect during which time an alarm signal, if present, will be sent immediately to the control panel. Fire alarm devices other than smoke detectors shall be programmed without confirmation or verification.
- i. The fire alarm control panel shall provide supervised addressable relays for HVAC shutdown. An override at the HVAC panel shall not be provided.
- j. Provide one person test mode - Activating an initiating device in this mode will activate an alarm for a short period of time, then automatically reset the alarm, without activating the transmitter during the entire process.
- k. The fire alarm control panel shall provide the required monitoring and supervised control outputs needed to accomplish elevator recall.
- l. The fire alarm control panel shall supervise tamper switches of the dry standpipe valves.
- m. The control panel and field panels shall be software reprogrammable to enable expansion or modification of the system

without replacement of hardware or firmware. Examples of required changes are: adding or deleting devices or zones; changing system responses to particular input signals; programming certain input signals to activate auxiliary devices.

- n. Zones for IDC and NAC shall be arranged as indicated on the contract drawings.

1.4.3 Alarm Functions

An alarm condition on a circuit shall automatically initiate the following functions:

- a. Transmission of a signal over the station radio fire reporting system. The signal shall be common for any device.
- b. Visual indications of the alarmed devices on the fire alarm control panel display.
- c. Continuous sounding or operation of alarm notification appliances throughout the building as required by ANSI S3.41.
- d. In the event smoke is detected by duct smoke detector, respective air handling fan shall auto shutdown, supervisory alarm to be annunciated on fire alarm panel annunciator and supervisory alarm to be transmitted.
- e. Shutdown of power to the data processing equipment in the alarmed area.
- f. In the event a manual pull station is activated all sounder bases in all dwelling units shall sound, alarm to be transmitted to the Fire Department, alarm to be annunciated on the fire alarm panel annunciator. In the event smoke detector in dwelling unit detects fire, all sounder bases only in the dwelling unit shall sound, supervisory alarm to be transmitted to the Fire Department and supervisory alarm to be annunciated on the fire alarm panel annunciator.

1.4.4 Primary Power

Operating power shall be provided as required by paragraph Power Supply for the System. Transfer from normal to emergency power or restoration from emergency to normal power shall be fully automatic and not cause transmission of a false alarm. Loss of ac power shall not prevent transmission of a signal via the fire reporting system upon operation of any initiating circuit.

1.4.5 Battery Backup Power

Battery backup power shall be through use of rechargeable, sealed-type storage batteries and battery charger.

1.4.6 Interface With other Equipment

Interfacing components shall be furnished as required to connect to subsystems or devices which interact with the fire alarm system.

1.5 TECHNICAL DATA AND COMPUTER SOFTWARE

Technical data and computer software (meaning technical data which relates to computer software) which is specifically identified in this project, and which may be defined/required in other specifications, shall be delivered, strictly in accordance with the CONTRACT CLAUSES, and in accordance with the Contract Data Requirements List, DD Form 1423. Data delivered shall be identified by reference to the particular specification paragraph against which it is furnished. Data to be submitted shall include complete system, equipment, and software descriptions. Descriptions shall show how the equipment will operate as a system to meet the performance requirements of this contract. The data package shall also include the following:

- (1) Identification of programmable portions of system equipment and capabilities.
- (2) Description of system revision and expansion capabilities and methods of implementation detailing both equipment and software requirements.
- (3) Provision of operational software data on all modes of programmable portions of the fire alarm and detection system.
- (4) Description of Fire Alarm Control Panel equipment operation.
- (5) Description of auxiliary and remote equipment operations.
- (6) Library of application software.
- (7) Operation and maintenance manuals as specified in SD-19 of the Submittals paragraph.

1.6 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variation, dirt, dust, and any other contaminants.

PART 2 PRODUCTS

2.1 CONTROL PANEL

Control Panel shall comply with the applicable requirements of UL 864. Panel shall be modular, installed in a flush mounted steel cabinet with hinged door and cylinder lock. Control panel shall be a clean, uncluttered, and orderly assembled panel containing components and equipment required to provide the specified operating and supervisory functions of the system. The panel shall have prominent rigid plastic, phenolic or metal identification plates for LED/LCDs, zones, SLC, controls, meters, fuses, and switches. Nameplates for fuses shall also include ampere rating. The LED/LCD displays shall be located on the exterior of the cabinet door or be visible through the cabinet door. Control panel switches shall be within the locked cabinet. A suitable means (single operation) shall be provided for testing the control panel visual indicating devices (meters or LEDs/LCDs). Meters and LEDs shall be plainly visible when the cabinet door is closed. Signals and LEDs/LCDs shall be provided to indicate by zone any alarm, supervisory or trouble condition on the system. Each IDC shall be powered and supervised so that a signal on one zone does not prevent the receipt of signals from other devices. Loss of power, including batteries, shall not require the manual reloading of a

program. Upon restoration of power, startup shall be automatic, and shall not require any manual operation. The loss of primary power or the sequence of applying primary or emergency power shall not affect the transmission of alarm, supervisory or trouble signals. Visual annunciation shall be provided for LED/LCD visual display as an integral part of the control panel and shall identify with a word description and id number each device. Cabinets shall be provided with ample gutter space to allow proper clearance between the cabinet and live parts of the panel equipment. If more than one modular unit is required to form a control panel, the units shall be installed in a single cabinet large enough to accommodate units. Cabinets shall be painted red.

2.1.1 Circuit Connections

Circuit conductors entering or leaving the panel shall be connected to screw-type terminals with each conductor and terminal marked for identification.

2.1.2 System Expansion and Modification Capabilities

Any equipment and software needed by qualified technicians to implement future changes to the fire alarm system shall be provided as part of this contract.

2.1.3 Addressable Control Module

The control module shall be capable of operating as a relay (dry contact form C) for interfacing the control panel with other systems, and to control door holders or initiate elevator fire service. The module shall be UL listed as compatible with the control panel. The indicating device or the external load being controlled shall be configured as a Style Y notification appliance circuits. The system shall be capable of supervising, audible, visual and dry contact circuits. The control module shall have both an input and output address. The supervision shall detect a short on the supervised circuit and shall prevent power from being applied to the circuit. The control module shall provide address setting means compatible with the control panel's SLC supervision and store an internal identifying code. The control module shall contain an integral LED that flashes each time the control module is polled.

2.1.4 Addressable Initiating Device Circuits Module

The initiating device being monitored shall be configured as a Style D initiating device circuits. The system shall be capable of defining any module as an alarm module and report alarm trouble, loss of polling, or as a supervisory module, and reporting supervisory short, supervisory open or loss of polling. The module shall be UL listed as compatible with the control panel. The monitor module shall provide address setting means compatible with the control panel's SLC supervision and store an internal identifying code. Monitor module shall contain an integral LED that flashes each time the monitor module is polled. Pull stations with a monitor module in a common backbox are not required to have an LED.

2.2 STORAGE BATTERIES

Storage batteries shall be provided and shall be 24 Vdc sealed, lead-calcium type requiring no additional water. The batteries shall have ample capacity, with primary power disconnected, to operate the fire alarm system for a period of 72 hours. Following this period of battery

operation, the batteries shall have ample capacity to operate all components of the system, including all alarm signaling devices in the total alarm mode for a minimum period of 15 minutes. Batteries shall be located at the bottom of the panel. Batteries shall be provided with overcurrent protection in accordance with NFPA 72. Separate battery cabinets shall have a lockable, hinged cover similar to the fire alarm panel. The lock shall be keyed the same as the fire alarm control panel. Cabinets shall be painted to match the fire alarm control panel.

2.3 BATTERY CHARGER

Battery charger shall be completely automatic, 24 Vdc with high/low charging rate, capable of restoring the batteries from full discharge (18 Volts dc) to full charge within 48 hours. A pilot light indicating when batteries are manually placed on a high rate of charge shall be provided as part of the unit assembly, if a high rate switch is provided. Charger shall be located in control panel cabinet or in a separate battery cabinet.

2.4 ADDRESSABLE MANUAL FIRE ALARM STATIONS

Addressable manual fire alarm stations shall conform to the applicable requirements of UL 38. Manual stations shall be connected into signal line circuits. Stations shall be installed on semi-flush mounted outlet boxes. Manual stations shall be mounted at 48 inches. Stations shall be single action type. Stations shall be finished in red, with raised letter operating instructions of contrasting color. Stations requiring the breaking of glass or plastic panels for operation are not acceptable. Stations employing glass rods are not acceptable. The use of a key or wrench shall be required to reset the station. Gravity or mercury switches are not acceptable. Switches and contacts shall be rated for the voltage and current upon which they operate. Addressable pull stations shall be capable of being field programmed, shall latch upon operation and remain latched until manually reset. Stations shall have a separate screw terminal for each conductor.

2.5 FIRE DETECTING DEVICES

Fire detecting devices shall comply with the applicable requirements of NFPA 72, NFPA 90A, UL 268, UL 268A, and UL 521. The detectors shall be provided as indicated. Detector base shall have screw terminals for making connections. No solder connections will be allowed. Detectors located in concealed locations (above ceiling, raised floors, etc.) shall have a remote visible indicator LED/LCD. Addressable fire detecting devices, except flame detectors, shall be dynamically supervised and uniquely identified in the control panel. All fire alarm initiating devices shall be individually addressable, except where indicated. Installed devices shall conform to NFPA 70 hazard classification of the area where devices are to be installed.

2.5.1 Addressable Smoke Detectors

Smoke detectors shall be designed for detection of abnormal smoke densities. Smoke detectors shall be photoelectric type. Detectors shall contain a visible indicator LED/LCD that shows when the unit is in alarm condition. Detectors shall not be adversely affected by vibration or pressure. Detectors shall be the plug-in type in which the addressable detector base contains terminals for making wiring connections. Addressable detector base shall be provided with sounder. Detector shall be capable of being field programmed. Detector shall be provided with a

built-in evacuation horn. Detectors that are to be installed in concealed (above false ceilings, etc.) locations shall be provided with a remote indicator LED/LCD suitable for mounting in a finished, visible location.

2.5.1.1 Photoelectric Detectors

Detectors shall operate on a light scattering concept using an LED light source. Failure of the LED shall not cause an alarm condition. Detectors shall be factory set for sensitivity and shall require no field adjustments of any kind. Detectors shall have an obscuration rating in accordance with UL 268. Addressable smoke detectors shall be capable of having the sensitivity being remotely adjusted by the control panel.

2.6 NOTIFICATION APPLIANCES

Audible appliances shall conform to the applicable requirements of UL 464. Devices shall be connected into notification appliance circuits. Devices shall have a separate screw terminal for each conductor. Audible appliances shall generate a unique audible sound from other devices provided in the building and surrounding area. Sleeping areas shall have a sound level of at least 15 dba above the average ambient sound level or 5 dba above the maximum sound level having a duration of at least 60 seconds or a sound level of at least 70 dba, whichever is greater, measured at pillow level in the occupiable area. Surface mounted audible appliances shall be painted red.

2.6.1 Alarm Horns

Horns shall be surface mounted, with the matching mounting back box surface mounted single projector, vibrating type suitable for use in an electrically supervised circuit. Horns shall produce a sound rating of at least 85 dBA at 10 feet. Horns used in exterior locations shall be specifically listed or approved for outdoor use and be provided with metal housing and protective grilles.

2.6.2 (DELETED)

2.6.3 Combination Audible/Visual Notification Appliances

Combination audible/visual notification appliances shall provide the same requirements as individual units except they shall mount as a unit in standard backboxes. Units shall be factory assembled. Any other audible notification appliance employed in the fire alarm systems shall be approved by the Contracting Officer.

2.7 FIRE DETECTION AND ALARM SYSTEM PERIPHERAL EQUIPMENT

2.7.1 Conduit

Conduit and fittings shall comply with NFPA 70, UL 6, UL 1242, and UL 797.

2.7.2 Wiring

Wiring shall conform to NFPA 70. Wiring for 120 Vac power shall be No. 12 AWG minimum. The SLC wiring shall be copper cable in accordance with the manufacturers requirements. Wiring for fire alarm dc circuits shall be No. 16 AWG minimum. Voltages shall not be mixed in any junction box, housing,

or device, except those containing power supplies and control relays. Wiring shall conform to NFPA 70. System field wiring shall be solid copper and installed in metallic conduit or electrical metallic tubing, except that rigid plastic conduit may be used under slab-on-grade. Conductors shall be color coded. Conductors used for the same functions shall be similarly color coded. Wiring code color shall remain uniform throughout the circuit. Pigtail or T-tap connections to initiating device circuits, supervisory alarm circuits, and notification appliance circuits are prohibited. T-tapping using screw terminal blocks is allowed for style 5 addressable systems.

2.7.3 Special Tools and Spare Parts

Software, connecting cables and proprietary equipment, necessary for the maintenance, testing, and reprogramming of the equipment shall be furnished to the Contracting Officer. Two spare fuses of each type and size required shall be furnished. Two percent of the total number of each different type of detector, but no less than two each, shall be furnished. Spare fuses shall be mounted in the fire alarm panel.

2.8 TRANSMITTERS

2.8.1 Radio Alarm Transmitters

Transmitters shall be compatible with proprietary supervising station receiving equipment. Each radio alarm transmitter shall be the manufacturer's recognized commercial product, completely assembled, wired, factory tested, and delivered ready for installation and operation. Transmitters shall be provided in accordance with applicable portions of NFPA 72, NFPA 1221, and 47 CFR 15. Transmitter electronics module shall be contained within the physical housing as an integral, removable assembly. Transceiver shall be fully compatible with supervisory station receiving equipment. At the contractors option, and if UL listed, the transmitter may be housed in the same panel as the fire alarm control panel.

2.8.1.1 Transmitter Power Supply

Each radio alarm transmitter shall be powered by a combination of locally available 120-volt ac power and a sealed, lead-calcium battery.

a. Operation: Each transmitter shall operate from 120-volt ac power. In the event of 120-volt ac power loss, the transmitter shall automatically switch to battery operation. Switchover shall be accomplished with no interruption of protective service, and shall automatically transmit a trouble message. Upon restoration of ac power, transfer back to normal ac power supply shall also be automatic.

b. Battery Power: Transmitter standby battery capacity shall provide sufficient power to operate the transmitter in a normal standby status for a minimum of 72 hours and be capable of transmitting alarms during that period.

2.8.1.2 Radio Alarm Transmitter Housing

Transmitter housing shall be NEMA Type 1. The housing shall contain a lock that is keyed identical to the fire alarm system for the building. Radio alarm transmitter housing shall be factory painted with a suitable priming coat and not less than two coats of a hard, durable weatherproof enamel.

2.8.1.3 Antenna

The Contractor shall provide omnidirectional, coaxial, halfwave dipole antennas for radio alarm transmitters with a driving point impedance to match transmitter output. The antenna and antenna mounts shall be corrosion resistant and designed to withstand wind velocities of 100 mph. Antennas shall not be mounted to any portion of the building roofing system.

PART 3 EXECUTION

3.1 INSTALLATION

All work shall be installed as shown and in accordance with the manufacturer's diagrams and recommendations, unless otherwise specified. Smoke detectors shall not be installed until construction is essentially complete and the building has been thoroughly cleaned.

3.1.1 Power Supply for the System

A single dedicated circuit connection for supplying power from a branch circuit to each building fire alarm system shall be provided. The power shall be supplied as shown on the drawings. The power supply shall be equipped with a locking mechanism and marked in red with the words "FIRE ALARM CIRCUIT CONTROL".

3.1.2 Wiring

Conduit size for wiring shall be in accordance with NFPA 70. Wiring for the fire alarm system shall not be installed in conduits, junction boxes, or outlet boxes with conductors of lighting and power systems. Not more than two conductors shall be installed under any device screw terminal. The wires under the screw terminal shall be straight when placed under the terminal then clamped in place under the screw terminal. The wires shall be broken and not twisted around the terminal. Circuit conductors entering or leaving any mounting box, outlet box enclosure, or cabinet shall be connected to screw terminals with each terminal and conductor marked in accordance with the wiring diagram. Connections and splices shall be made using screw terminal blocks. The use of wire nut type connectors in the system is prohibited. Wiring within any control equipment shall be readily accessible without removing any component parts. The fire alarm equipment manufacturer's representative shall be present for the connection of wiring to the control panel.

3.1.3 Control Panel

The control panel and its assorted components shall be mounted so that no part of the enclosing cabinet is less than 12 inches nor more than 78 inches above the finished floor. Manually operable controls shall be between 36 and 42 inches above the finished floor. Panel shall be installed to comply with the requirements of UL 864.

3.1.4 Detectors

Detectors shall be located and installed in accordance with NFPA 72. Detectors shall be connected into signal line circuits or initiating device circuits as indicated on the drawings. Detectors shall be at least 12 inches from any part of any lighting fixture. Detectors shall be located at least 3 feet from diffusers of air handling systems. Each detector shall be provided with appropriate mounting hardware as required by its

mounting location. Detectors which mount in open space shall be mounted directly to the end of the stubbed down rigid conduit drop. Conduit drops shall be firmly secured to minimize detector sway. Where length of conduit drop from ceiling or wall surface exceeds 3 feet, sway bracing shall be provided.

3.1.5 Notification Appliances

Notification appliances shall be mounted 80 inches above the finished floor or 6 inches below the ceiling, whichever is lower.

3.1.6 Annunciator Equipment

Annunciator equipment shall be mounted where indicated on the drawings.

3.1.7 Addressable Initiating Device Circuits Module

The initiating device circuits module shall be used to connect supervised conventional initiating devices (water flow switches, water pressure switches, manual fire alarm stations, high/low air pressure switches, and tamper switches). The module shall mount in an electrical box adjacent to or connected to the device it is monitoring and shall be capable of Style B supervised wiring to the initiating device. In order to maintain proper supervision, there shall be no T-taps allowed on style B lines. Addressable initiating device circuits modules shall monitor only one initiating device each.

3.1.8 Addressable Control Module

Addressable and control modules shall be installed in the outlet box or adjacent to the device they are controlling. If a supplementary suppression releasing panel is provided, then the monitor modules shall be mounted in a common enclosure adjacent to the suppression releasing panel and both this enclosure and the suppression releasing panel shall be in the same room as the releasing devices. All interconnecting wires shall be supervised unless an open circuit or short circuit abnormal condition does not affect the required operation of the fire alarm system. If control modules are used as interfaces to other systems, such as HVAC or elevator control, they shall be within the control panel or immediately adjacent to it. Control modules that control a group of notification appliances shall be adjacent to the first notification appliance in the notification appliance circuits. Control modules that connect to devices shall supervise the notification appliance circuits. Control modules that connect to auxiliary systems or interface with other systems (non-life safety systems) and where not required by NFPA 72, shall not require the secondary circuits to be supervised.

3.2 OVERVOLTAGE AND SURGE PROTECTION

3.2.1 Power Line Surge Protection

All equipment connected to alternating current circuits shall be protected from surges per IEEE C62.41 B3 combination waveform and NFPA 70. Fuses shall not be used for surge protection. The surge protector shall be rated for a maximum let thru voltage of 350 Volts ac (line-to-neutral) and 350 Volt ac (neutral-to-ground).

3.2.2 Low Voltage DC Circuits Surge Protection

All IDC, NAC, and communication cables/conductors, except fiber optics, shall have surge protection installed at each point where it exits or enters a building. Equipment shall be protected from surges per IEEE C62.41 B3 combination waveform and NFPA 70. The surge protector shall be rated to protect the 24 Volt dc equipment. The maximum dc clamping voltages shall be 36 V (line-to-ground) and 72 Volt dc (line-to-line).

3.2.3 Signal Line Circuit Surge Protection

All SLC cables/conductors, except fiber optics, shall have surge protection/isolation circuits installed at each point where it exits or enters a building. The circuit shall be protected from surges per IEEE C62.41 B3 combination waveform and NFPA 70. The surge protector/isolator shall be rated to protect the equipment.

3.3 GROUNDING

Grounding shall be provided by connecting to building ground system.

3.4 TESTING

The Contractor shall notify the Contracting Officer at least 10 days before the preliminary and acceptance tests are to be conducted. The tests shall be performed in accordance with the approved test procedures in the presence of the Contracting Officer. The control panel manufacturer's representative shall be present to supervise tests. The Contractor shall furnish instruments and personnel required for the tests.

3.4.1 Preliminary Tests

Upon completion of the installation, the system shall be subjected to functional and operational performance tests including tests of each installed initiating and notification appliance, when required. Tests shall include the meggering of system conductors to determine that the system is free from grounded, shorted, or open circuits. The megger test shall be conducted prior to the installation of fire alarm equipment. If deficiencies are found, corrections shall be made and the system shall be retested to assure that it is functional. After completing the preliminary testing the Contractor shall complete and submit the NFPA 72, Certificate of Completion.

3.4.2 Acceptance Test

Acceptance testing shall not be performed until the Contractor has completed and submitted the Certificate of Completion. Testing shall be in accordance with NFPA 72. The recommended tests in NFPA 72 shall be considered mandatory and shall verify that previous deficiencies have been corrected. The Contractor shall complete and submit the NFPA 72, Inspection and Testing Form. The test shall include all requirements of NFPA 72 and the following:

- a. Test of each function of the control panel.
- b. Test of each circuit in both trouble and normal modes.
- c. Tests of each alarm initiating devices in both normal and trouble conditions.
- d. Tests of each control circuit and device.

- e. Tests of each alarm notification appliance.
- f. Tests of the battery charger and batteries.
- g. Complete operational tests under emergency power supply.
- h. Visual inspection of wiring connections.
- i. Opening the circuit at each alarm initiating device and notification appliance to test the wiring supervisory feature.
- j. Ground fault
- k. Short circuit faults
- l. Stray voltage
- m. Loop resistance

3.5 TRAINING

Training course shall be provided for the operations and maintenance staff. The course shall be conducted in the building where the system is installed or as designated by the Contracting Officer. The training period for systems operation shall consist of 5 training days (8 hours per day) and shall start after the system is functionally completed but prior to final acceptance tests. The training period for systems maintenance shall consist of 2 training days (8 hours per day) and shall start after the system is functionally completed but prior to final acceptance tests. The instructions shall cover items contained in the operating and maintenance instructions. In addition, training shall be provided on performance of expansions or modifications to the fire detection and alarm system. The training period for system expansions and modifications shall consist of at least 2 training days (8 hours per day) and shall start after the system is functionally completed but prior to final acceptance tests.

-- End of Section --

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SECTION 14210

ELEVATORS, ELECTRIC

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 176	(1997) Stainless and Heat-Resisting Chromium Steel Plate, Sheet, and Strip
ASTM A 366/A 366M	(1997) Steel, Sheet, Carbon, Cold-Rolled, Commercial Quality
ASTM A 568/A 568M	(1998) Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for
ASTM A 569/A 569M	(1997) Commercial Steel (CS) Sheet and Strip Carbon (0.15 Maximum Percent), Hot-Rolled
ASTM A 666	(1996b) Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
ASTM E 84	(1999) Surface Burning Characteristics of Building Materials

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME A17.1	(1998a) Safety Code for Elevators and Escalators
ASME A17.2.1	(1997a) Inspectors' Manual for Electric Elevators
ASME QEI-1	(1997) Standard for the Qualification of Elevator Inspectors

CODE OF FEDERAL REGULATIONS (CFR)

36 CFR 1191	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities
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COE TECHNICAL INSTRUCTIONS (TI)

TI 809-04	(1998) Seismic Design for Buildings
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FEDERAL STANDARDS (FED-STD)

FED-STD 795 (Basic) Uniform Federal Accessibility Standards

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C62.11 (1998) IEEE Standard Metal-Oxide Surge Arresters for AC Power Circuits

IEEE C62.41 (1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits

IEEE C62.45 (1992) IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA LD 3 (1995) High-Pressure Decorative Laminates

NEMA MG 1 (1998) Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 1449 (1996; Rev thru Oct 1998) Transient Voltage Surge Suppressors

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Elevator System; G

Detail drawings including dimensioned layouts in plan and elevation showing the arrangement of elevator equipment, clearances for maintenance and operation; and details on hoistway, doors and frames, operation and signal stations, controllers, motors, guide rails and brackets, and points of interface with normal power. Drawings shall show any revised building electrical system required to make supplied elevator system function as specified. Drawings shall contain complete wiring diagrams showing electrical connections and other details required to demonstrate sequence of operation and functions of system devices.

SD-03 Product Data

Operator Training

Information describing the training course for operating personnel, training aids and samples of training aids and samples of training materials to be used, training schedules, and notification of training.

Elevator System

A list of equipment and material, including illustrations, manufacturer's descriptive data and technical literature, performance charts, catalog cuts, brochures, diagrams, and other information required for fabrication. Spare parts data for each different item of material and equipment specified, after approval of detail drawings and not later than 2 weeks prior to date of beneficial occupancy. Data shall include a complete list of parts and supplies, source of supply, and a list of parts recommended to be replaced and replacement interval required. Data shall include the appropriate sizing of electrical protective devices.

Framed Instructions

Diagrams, instructions, and other sheets, proposed for posting.

Qualifications

Certificates of experience of elevator mechanics employed to install, supervise and test the elevator shall certify mechanics to have not less than 5 years experience installing, supervising and testing elevators of the type and rating specified. Certificate shall certify that elevator system installer is acceptable to elevator manufacturer, prior to installation of elevators.

SD-04 Samples

Finishes

Samples of materials and products requiring color or finish selection.

SD-10 Operation and Maintenance Data

Elevator System; G

Six copies of operation manual outlining the step-by-step procedures for system startup, operation and shutdown. Manuals shall include manufacturer's name, model number, service manual parts list and brief description of all equipment, including basic operating features. Manuals shall include equipment layout and complete wiring and control diagrams of the system as installed. Operation and maintenance manuals shall be approved prior to training course.

1.3 QUALIFICATIONS

Electric elevators shall be pre-engineered elevator systems, and provided by a company regularly engaged in the manufacture of elevator systems. The

manufacturer shall either install the elevator system or provide letter of endorsement certifying that the elevator-system installer is acceptable to the manufacturer.

1.4 REGULATORY REQUIREMENTS

Design and fabrication shall be in accordance with ASME A17.1. Each car shall have the capacity to lift a live load, exclusive of the car and cable at a speed as specified in the following schedule. The approximate travel, terminal floors, number of stops and openings, and the car sizes shall be as shown in the schedule. The elevators shall serve the floors with stops and openings in accordance with the requirements indicated. Passenger elevators shall provide accessibility and usability for physically handicapped in accordance with the requirements for the handicapped in FED-STD 795 and 36 CFR 1191.

1.4.1 Elevator Schedule (Passenger)

Number of Elevators Required:	1.
Type:	Geared.
Service:	Passenger.
Capacity:	3,000 pounds.
Speed:	350 fpm.
Platform Size:	Retain existing.
Clear Car Inside:	Retain existing.
Net Travel:	65 feet (approximate).
Landings:	7.
Openings: Front	7.
Openings: Rear	0.
Entrance Type:	Center-opening horizontal sliding, single speed

1.5 DESIGNATED LANDING

For the purposes of firefighter's service and emergency operations, as required by Section 211, ASME A17.1, the designated landing or level shall be the first floor. The alternate landing or level shall be the third floor.

1.6 DELIVERY AND STORAGE

All equipment delivered and placed in storage shall be stored with protection from the weather, excessive humidity and excessive temperature variations; and dirt, or other contaminants.

1.7 FIELD MEASUREMENTS

The Contractor shall become familiar with all details of the work, verify

all dimensions in the field and advise the Contracting Officer of any discrepancy before performing any work.

1.8 WARRANTY

Warranty service shall be provided for each elevator for a period of 12 months after date of acceptance by Contracting Officer. Warranty service shall be performed only by trained elevator mechanics during regular working hours, and shall include manufacturer's warranty requirements including but not limited to adjusting, labor and parts needed to keep the elevator in proper operation. Testing and adjustments shall be in accordance with the applicable provisions of ASME A17.1 and ASME A17.2.1. Emergency callback service shall be included and available 24 hours a day, 7 days per week, with an initial telephone response time of one hour and a response time of 4 hours for a mechanic to the site. Inspection and service for fire service operation shall be performed every 6 months. Documentation of inspection and testing, and certification of successful operation shall be provided with each visit.

PART 2 PRODUCTS

2.1 GENERAL EQUIPMENT REQUIREMENTS

2.1.1 Standard Products

Material and equipment shall be the standard products of manufacturers regularly engaged in the fabrication of elevators and/or elevator parts, and shall essentially duplicate items which have been in satisfactory use for at least 2 years prior to bid opening. Equipment shall be supported by a service organization that is available 24 hours a day, 7 days per week, with a response time of 4 hours.

2.1.2 Nameplates

Each major item of equipment shall have the manufacturer's name, address, type or style, model or serial number, catalog number, and electrical and mechanical characteristics on a plate secured to the item of equipment.

2.1.3 Special Tools

One set of special tools, calibration devices, and instruments required for operation, calibration, and maintenance of the equipment shall be provided.

2.1.4 Electrical Work

Changes to the electrical distribution system required for coordination with elevator equipment shall be performed and coordinated by the Contractor, at Contractor's expense. Electrical service for elevator machines is existing alternating current. The elevator machine feeder for each elevator shall have a circuit breaker or fused disconnect switch located in the elevator machine room, and shall terminate at the control panel for that elevator. Electrical work shall conform to requirements in Section 16415 ELECTRICAL WORK, INTERIOR.

2.1.5 Use of Asbestos Products

Materials and products required for manufacturing and installing elevators shall not contain asbestos.

2.2 MISCELLANEOUS MATERIALS

2.2.1 Materials for Car Enclosures

Materials for car enclosures shall meet flame spread rating 0 to 75 and smoke development 0 to 450 as tested in accordance with requirements of ASTM E 84 and as established by ASME A17.1, Rule 204.2.

2.2.2 Structural Steel

Structural steel shall be hot-rolled commercial quality carbon steel, pickled, oiled, complying with ASTM A 569/A 569M and ASTM A 568/A 568M.

2.2.3 Cold-Rolled Sheet Steel

Sheet steel shall be cold-rolled commercial quality low-carbon steel, Class 1, exposed matte finish, oiled, complying with ASTM A 366/A 366M and ASTM A 568/A 568M.

2.2.4 Stainless Steel

Stainless steel shall be ASTM A 176 Type 302/304, austenitic, corrosion-resistant with grain of belting in direction of longest dimension. Surfaces shall be smooth and without waves and shall be in compliance with ASTM A 666 and ASTM A 568/A 568M.

2.3 PASSENGER ELEVATOR CAR

2.3.1 Car Fronts

Fronts for passenger elevators shall be combination door post and return panels manufactured of 14 gauge stainless steel provided with necessary cutouts for operating devices. Operating panel shall be recessed into front return panel with surface-applied operating panel cover. Position indicator in front return shall be recessed with a surface-applied cover plate. Exposed stainless steel shall be finished with No. 4 Satin Finish, unless otherwise specified.

2.3.2 Car Doors

Car doors for passenger elevators shall be constructed from 16 gauge sheet steel and stainless steel cladding. Each door shall be sound-deadened and reinforced to receive required operating mechanism and hardware, and have two removable door guides per panel. Seams, screws or binding strips shall not be visible from within the car. Threshold shall be extruded aluminum with grooves for door guides. Car doors shall be equipped with a proximity-type infrared car door protective device having the following operation:

- a. When doors are in full-open position, doors shall be unable to initiate closing if a person comes within the detection zone. The detection zone moves with the doors, so that if a person or object enters the zone after the doors have begun to close, the doors shall stop, then reverse to reopen. The doors shall reclose after a brief time. A passenger entering or leaving the cars shall not cause the doors to reopen unless the doors reach a predetermined proximity to the passenger.
- b. After a stop is made, the doors shall remain open for a time to

permit passenger transfer, after which they shall close automatically. This time interval shall be less for a car call than for a hall call or a coincident car/hall call.

- c. If there is either a hall call anywhere in the group or a car call in the car in question and the doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound in the car and the doors shall close at approximately half speed. Normal door operation shall resume at the next landing reached by the car.

2.3.3 Car Platform

Retain existing.

2.3.4 Walls

Walls for passenger elevators shall be 7 feet 11-1/2 inches high from floor to the underside of lighting fixtures. Side and rear panels shall be 16 gauge sheet steel panels. Lower portion of side and rear wall panels shall be provided with a 12 gauge stainless steel wainscoting from top of car base to a point 2 inches above top of handrail. Side and rear removable panels shall be applied to car walls and shall be manufactured from 3/4 inch plywood or composition board finished on front, back and edges faced with plastic laminate conforming to NEMA LD 3, general purpose type. Panels shall be mounted on car walls in a manner permitting their reversing. Panels shall be evenly spaced with not less than two panels on each side and three panels at the rear with reveal standard with manufacturer. Vent around base shall be concealed behind removable panels.

2.3.5 Car Top, Ceiling and Light Fixtures

Car top for passenger elevators shall be manufactured from 12 gauge sheet steel and shall be not less than 5-1/2 inches high with drop-ceiling and light fixtures. Ceiling shall be 1/8 inch thick translucent white plastic fire-retardant light diffuser supported by polished aluminum perimeter frame and dividers to form the drop-ceiling light fixture. Light fixtures shall be fluorescent type, flush with car ceiling, manufactured of sheet steel with flange and enclosed sides and top, baked-enamel reflector, mounted directly to outlet box. Bottom of fixtures shall be flush with car ceiling. Fluorescent light fixtures shall be dual lamp with quick-starting high-power factor, Class P ballasts, with safety lamp guard clamps on fluorescent tubes. Light level shall average at least 10 footcandles measured at the car threshold with the door closed. Part of car light fixture shall be removable to permit use of the emergency exit in top of car.

2.3.6 Emergency Exit

Car top for passenger elevators shall be manufactured with a hinged emergency exit panel of 12 gauge steel which opens up to clear the crosshead and car door operator. Emergency exit panel shall be hinged and held in place with nonremovable fastening devices at each corner, and manually openable from top of car and key-operable from inside. A minimum of 2 sides of exit panel shall lap the exit opening by 1 inch. Exits shall be equipped with electrical contacts which will prevent operation of car when exit door is open and cause the alarm bell to ring.

2.3.7 Floor Finish

Floor finish for passenger elevators shall be finished with resilient tile flooring not less than 3/16 inch thick or flexible-type homogeneous vinyl tile not less than 1/8 inch thick as specified in Section 09650 RESILIENT FLOORING. Tile shall be laid flush with the extruded aluminum platform threshold.

2.3.8 Base

Base for passenger elevators shall be stainless steel, 6 inches high.

2.3.9 Handrails

Handrails for passenger elevators shall be mounted on each wall and shall comply with ASME A17.1, FED-STD 795 and 36 CFR 1191.

2.3.10 Exhaust Fan

Exhaust fan for passenger elevators shall be 2-speed exhaust type ventilating unit mounted in car ceiling and shall be provided with a stainless steel grille. Units shall be suitably isolated from car ceiling and shall provide at top speed a minimum of 6 air changes per hour for car volume and car occupancy. Switches for the operation of exhaust unit shall be located in car station locked cabinet or key-switched.

2.3.11 Communications

A vandal-resistant speaker type hands-free telephone with push-button to activate shall be installed in car station behind a stainless steel perforated grille and connected to a programmable auto-dialer. Auto-dialer shall be provided with a solid-state charger unit which will automatically provide emergency power and an immediate transfer in the event of failure of normal power supply. The push-button located in the car station shall be at the prescribed handicapped height and shall be identified as "Emergency Phone (Push to Activate)". The entire communication assembly shall be approved for an elevator installation. The telephone communication shall not be terminated until one of the communicating parties hangs up the receiver or manually disconnects the communications link.

2.3.12 Car Emergency Lighting System

Emergency car lighting system for passenger elevators shall consist of an emergency power pack on top of elevator and a remote lighting fixture inside elevator car located in car operating panel.

2.3.12.1 Power Pack

Power pack for car emergency lighting system shall be sealed lead-cadmium or nickel-cadmium 6-volt rechargeable batteries with solid-state controls and an integral regulating charger connected to normal power supply. Power pack unit shall contain the following:

- a. Minimum 6 inch diameter alarm bell connected to the elevator alarm and emergency push-button.
- b. Top of car light fixture with protective wire guard.
- c. Testing circuit and pilot light.

d. Low-wattage pilot light indicator.

e. Battery low-voltage disconnect.

2.3.12.2 Emergency Light Fixture

Emergency light fixture for passenger elevators shall be located in car station inside elevator car, with flush-mounted lens and shall consist of the following:

a. A minimum level of illumination of 1.0 footcandle at a point 4 feet above the floor, 1 foot in front of car station.

b. Frosted acrylic lenses.

2.3.13 Protection Pads

Passenger elevator No. 01: Car shall be provided with wall protection pads, with inconspicuous stainless steel pad hooks spaced not over 18 inches apart near ceiling. Pads shall be heavy quality fire-retardant treated canvas with two layers of sewn cotton batting with metal eyelets for each pad hook. Pads shall cover the entire wall surface except operating devices.

2.3.14 Certificate Frame

A stainless steel certificate frame with translucent plexiglass lens of the appropriate size to receive certificate issued by inspecting agency shall be provided for passenger elevators.

2.3.15 Car and Counterweight Guides and Guide Shoes

Roller guides shall consist of minimum 3 tires mounted on top and bottom of car and counterweight frame. Roller guides shall be held in contact with guide rail by adjustable devices and shall run on dry, unlubricated rails.

2.3.16 Car Guide Rails

Retain existing.

2.4 PASSENGER ELEVATOR HOISTWAY ENTRANCES

2.4.1 Hoistway Doors

Reclad existing hoistway doors with No. 4 satin finish stainless steel applied over existing door material. Bend continuous around door edges. Ease exposed edges. Seam, binding strips or screws shall not be visible from landing.

2.4.2 Hoistway Frames

Reclad existing hoistway frames with No. 4 satin finish stainless steel applied over existing frames. Material shall be continuous. Ease exposed edges.

2.4.3 Symbols

Raised stainless steel symbols as required by FED-STD 795 and 36 CFR 1191

of color selected, shall be provided for passenger elevators at each floor to indicate the floor location. Symbols shall be attached with concealed fasteners. Symbols shall be placed in a location which can be seen by passengers from the opened passenger doors.

2.4.4 Sills

Retain existing.

2.4.5 Strut Angles

Retain existing.

2.4.6 Door Hangers and Housing

Clean and prepare existing hangers and housing to receive new rollers.

2.4.7 Door Rollers

Door rollers shall be constructed with grease-packed ball-bearings and shall be tired with a sound-reducing material. Diameter of rollers shall be not less than 3-1/4 inches for car doors and not less than 2-1/4 inches for hoistway doors. Upward thrust shall be taken by a hardened and ground ball-bearing roller assembled on an eccentric stud to provide adjustment.

2.4.8 Hanger Track

Clean and lubricate existing track.

2.4.9 Covers and Guards

Retain existing.

2.5 PASSENGER ELEVATOR DOOR OPERATION

Car and hoistway doors for passenger elevators shall be operated simultaneously by an electric door operator. Doors shall operate smoothly in the opening direction and closing direction and be electrically cushioned to stop at both the full-open and full-closed position. Operators shall be high speed direct current, heavy-duty type providing an average door opening speed of 2-1/2 feet per second. Car and hoistway doors shall be opened and closed simultaneously in a maximum time of 2.0 seconds. When on automatic operation the door closing time shall not exceed 2.4 seconds and door closing force shall not exceed 30 pounds. Reversal of the doors when closing shall be accomplished by the "DOOR OPEN" button, or interception of the infrared curtain. Doors shall be arranged so that doors can be opened manually in the event of power failure.

2.6 PASSENGER ELEVATOR OPERATING AND SIGNAL FIXTURES

2.6.1 General

Elevator fixtures and panels for passenger elevators shall be constructed of 1/8 inch thick faceplates of stainless steel. Fastenings for all exposed fixtures shall be secured with vandal-proof spanner-head screws of same material and finish as fixture. Hall and car-call buttons shall be of the call register type with a low-voltage power supply not to exceed 48 volts. Pressure on a button shall illuminate button to indicate that a call in the desired direction has been registered. Car and hall fixtures shall be

designed and located at the prescribed height to accommodate the handicapped in accordance with FED-STD 795 and 36 CFR 1191 for passenger elevators only. Handicapped markings shall be integral with faceplate in accordance with FED-STD 795 and 36 CFR 1191. Surface-applied markings are unacceptable. Engraving shall be black filled except for fire service identification which shall be red filled. Operating and signal fixture contacts and lamps shall be completely enclosed in steel boxes finished with baked-enamel. Boxes for hall landing devices shall be equipped for proper adjustment to wall. Lamps shall be installed in light-tight compartments. Cover plates shall be provided with rubber gaskets when exposed to weather or harmful contaminants. Replacement bulbs shall be readily available from 3 sources.

2.6.2 Car Operating Panel

Car operating panel for passenger elevators shall be provided with the necessary raised (0.03 inch) markings for the handicapped, and shall include a series of minimum 3/4 inch diameter push-buttons numbered to correspond to the floor served and various additional switches, buttons and light jewels, including emergency stop, alarm button, "DOOR OPEN" button and communication speaker. Operating buttons shall be vandal-resistant metal encased and embossed to permit illumination when a call is registered. Buttons shall be designed with 1/32 inch operating clearance to seat on faceplate in lieu of the button mechanism. Buttons shall have maximum protrusion of 3/16 inch beyond the faceplate and shall have beveled edges to prevent damage from side blows. Buttons and switches not required for automatic or fire service operation shall be key-operated and mounted on front-return car operating station. Elevator number and "NO SMOKING" shall be international symbol engraved on upper portion of car station. Operating panel in the car shall consist of a flush-mounted panel containing the following operating devices:

- a. "DOOR OPEN" button.
- b. "DOOR CLOSE" button.
- c. Key-operated car fan/light switch.
- d. Key-operated ventilating blower switch/call-light.
- e. Communication speaker phone, grille and push-to-call button.
- f. Emergency stop switch key-operated when operated will stop the car independently of normal stopping devices. Operation of emergency stop switch shall not cause any power variance or surge that may affect the operation or condition of the control panel or its components.
- g. Emergency signal-switch connected to a 6 inch diameter signal bell outside of elevator hoistway at first floor located as shown or as directed.
- h. Key-operated inspection switch which will render normal operation inoperative for the purpose of using the hoistway access switch.
- i. Key-operated fire service switch and light jewel.

2.6.3 Auxiliary Car Operating Panel

Auxiliary car operating panel for passenger elevators shall be similar in design to main car panel, and shall include all devices necessary for automatic operation, such as emergency stop switch, alarm bell, door open button, and call car buttons.

2.6.4 Hall-Call Station

Hall-call operating devices for passenger elevators at landing shall consist of an "UP" push-button at bottom landing, a "DOWN" push-button at top landing and "UP" and "DOWN" push-buttons at all other landings. Push-buttons shall be vandal-resistant, metal encased and back-lighted to permit illumination when a call is registered. Buttons shall be designed with 1/32 inch operating clearance to seat on faceplate in lieu of the button mechanism. Buttons shall have maximum protrusion of 3/16 inch beyond the faceplate with beveled edges to prevent damage from side blows.

2.6.4.1 Commandeering Switch

Key-operated commandeering switch for passenger elevators shall be provided at each landing and located in landing call-button cover plate. Switch shall be momentary pressure type with the key removable only in "OFF" position and shall be keyed to match the independent operation switch specified for car operating devices.

2.6.4.2 Fire Service Switch

Fire service switch for passenger elevators shall be located at the designated landing.

2.6.5 Direction Lanterns

Lanterns for passenger elevators shall be in accordance with FED-STD 795 and 36 CFR 1191, and shall be provided in each car entrance column. Lanterns shall be vandal-resistant design.

2.6.6 In-Car Position Indicator

A position indicator of the digital-readout or dot-matrix type (minimum 2 inch high indication) shall be provided integral with car operating panel. Number corresponding to car position shall remain illuminated when motor drive is shut down. Illumination shall be shrouded in an approved manner to protect against glare from car lighting.

2.6.7 Audible Signals

The audible signal shall be no less than 20 decibels with a frequency no higher than 1500 Hz. The audible signal shall sound once for UP direction and twice for DOWN direction.

2.6.8 Combination Hall-Position Indicator and Directional Arrows

A digital-readout position and direction indicator (minimum 2 inch high indication) for passenger elevators shall be provided over first floor entrance. As elevator travels in hoistway, elevator position shall be indicated by illumination in alpha-numeric characters corresponding to the landing where elevator is stopped or passing. Number corresponding to position of car shall remain illuminated when the motor drive is shut down. An audible signal shall sound in the elevator car to indicate that the elevator car is stopping or passing a floor served by elevator. Fixture

design and operation shall be similar in design to that specified for Car Position Indicator.

2.7 PASSENGER CAR OPERATION (SINGLE-CAR SELECTIVE/COLLECTIVE)

Passenger Elevator No. 01: Car shall be arranged so that by pressing one or more car buttons the car will start automatically and stop at first floor for which the button has been pressed corresponding to the direction in which the car is traveling. Car shall stop in the order in which floors are reached by car at all floors for which calls have been registered, irrespective of the sequence in which buttons have been pressed, provided the button for a given floor has been pressed sufficiently in advance of car's arrival at that floor to permit the stop to be made. If car buttons have not been pressed, and car starts UP in response to several DOWN calls, car shall travel to highest DOWN call first and then reverse to collect other UP calls. UP calls shall be collected in the same way when car starts DOWN in response to UP calls by first stopping for the lowest UP call registered. When a car has stopped in response to the pressing of a landing button and a car button is pressed corresponding to the direction in which the car has been traveling, within a predetermined interval of time after the stop, car shall continue in that direction regardless of other landing calls registered. While car is in motion, landing calls in the opposite direction of car movement shall not affect operation of car but calls shall remain registered. After the last car call in the direction the car is traveling has been answered the car shall automatically reverse and answer registered landing calls and all car calls in the order the landings are reached. When all calls have been answered, the car shall stop at the last floor served and shall have the doors closed.

2.8 ELEVATOR SYSTEM

2.8.1 Elevator Controller

Elevator controller shall utilize a microprocessor-based logic system in compliance with ASME A17.1. System shall provide comprehensive means to access the computer for elevator diagnostic purpose without need for any external devices and shall have permanent indicators to indicate important elevator statuses as an integral part of the controller. Failure of any single magnetically-operated switch, contact or relay to release in the intended manner; or the failure of any static control device, speed measuring circuit, or speed pattern generating circuit to operate as intended; or the occurrence of a single accidental ground or short circuit shall not permit the car to start or run if any hoistway door or gate interlock is unlocked or if any hoistway door or car door or cartop contact is not in the made position. While on cartop inspection or hoistway access operation, failure of any single magnetically-operated switch, contactor or relay to release in the intended manner; or the failure of any static-control device to operate as intended, or the occurrence of a single accidental ground shall not permit the car to move even with the hoistway door locks and car contacts in the closed or made position. Dedicated permanent status indicators shall be provided on the controller to indicate when the safety string is open, when the door locks are open, when the elevator is operating at high speed, when the elevator is on independent service, when the elevator is on fireman's service, when the elevator has failed to successfully complete its intended movement. In addition the means of displaying other special or error conditions that are detected by the microprocessor shall be provided.

2.8.2 Leveling

Leveling system shall utilize a device to establish incremental car position to an accuracy of 0.1875 inches or better using quadrature signal for the entire length of hoistway. Absolute floor number encoding with parity shall be provided at each floor in order to establish exact floor position to the computer. System shall not require movement to a terminal landing for the purpose of finding the correct car position. System shall utilize an automatic 2-way leveling device to control leveling of the car within 1/4 inch above or below landing sill. Over travel, under travel or rope stretch shall be compensated and car brought level to landing sill. Individual car controller shall be capable of learning the position of each floor in building to an accuracy of 0.1875 inches.

2.8.3 Car Controller

The individual car controller shall have software program that uses mathematical methods to create an idealized optimum velocity profile of car travel from any floor to any other floor providing a smooth and stepless elevator ride. System motion parameters such as jerk, acceleration, deceleration rates, etc., shall be field programmable with parametric limitations for the system dynamics and be capable of being stored as non-volatile memory. Drive-control system shall utilize the optimized velocity profile in a dual-loop feedback system based on car position and speed. A velocity feedback device shall permit continuous comparison of car speed with the calculated requirements. A solid-state motor control unit shall be provided for the elevator with electrical characteristics to suit the power supply.

2.8.4 Switches

A switch with static control shall be provided on the governor of all elevators. Switch shall be set at no more than 90 percent of the tripping speed of the governor and shall be activated by overspeed in either direction of travel. Power feed lines to the brake shall be opened by an electromechanical switch and a single ground, or short circuit or solid-state control failure shall not prevent the application of the brake in the intended manner. Systems that do not apply the brake when the car stops at a landing are not acceptable. Isolation transformers or line inductors plus proper filtering shall be provided to eliminate both electrical and audible noise of silicone control rectifier (SCR) drives. A means shall be provided for removing regenerated power from the drive dc power supply. Power shall be dissipated in resistors or returned to the 3 phase ac power line. Failure of the system to remove the regenerated power shall cause drive output to be removed from the hoist motor. A contactor shall be used to disconnect the hoist motor from the output of the drive unit each time the elevator stops. Contactor shall be monitored and the elevator shall not start again if the contactor has not returned to the de-energized position when the elevator stops.

2.8.5 Dispatching

Dispatching through algorithm shall solve the problem of hall-call allocation utilizing the mathematical modeling or queuing theory to optimize elevator service. This sophisticated mathematical solution to elevator dispatching shall perform 3 separate minimization tasks to optimally minimize call waiting time and maximize the system performance. The algorithm shall compile the required physical and statistical data and parameters which are necessary to perform assigned minimization tasks. First minimization algorithm shall assign hall-calls to the car based upon

minimizing the average waiting time by calculating the estimated time of arrival (ETA). As traffic becomes busier, minimization of mean waiting time can cause a few hall-call waiting times to get beyond their "long wait hall-call threshold time". At this time the second minimization algorithm shall minimize the "maximum waiting time". As traffic becomes even heavier there will be a tendency to cause too many hall-calls to become late calls thus increasing the total average waiting time. A third algorithm shall minimize the "number of late hall-calls".

2.8.6 Troubleshooting

The microprocessor board shall be equipped with enhanced on-board diagnostics for ease of troubleshooting and field programmability of specific control variables. The microprocessor board shall provide the following minimum features: On-board diagnostic switches and alphanumeric display. Switches and displays shall provide user-friendly interaction with the controller.

2.9 AUTOMATIC ELEVATOR OPERATION

2.9.1 General

The operating device shall consist of a series of push-buttons in car numbered to correspond to various landings, "UP" and "DOWN" buttons at intermediate landings, and a single button at terminal landing. To meet the elevator operation requirements specified in this section, all buttons shall be connected electrically to the control system which governs the floor selection, car selection, direction of travel and governs the acceleration and retardation.

2.9.2 Operation

Car calls shall be registered within the car by pressing the button corresponding to the designated floors. Hall calls shall be registered by pressing buttons in the corridor push-button fixture. Once the demand for elevator service has been established and the car has received a start signal the car operation shall be as follows.

2.9.2.1 Door Closing

Doors shall close automatically. When doors are fully closed and the interlock circuit established, the car shall start to move in the direction established by control system. Car shall accelerate and decelerate automatically and stop at first floor for which a car button has been registered or at the first floor for a corridor demand which has been assigned to car. Car shall stop at all floors for which car calls are registered in the order in which the floors are reached and shall stop for any corridor demands assigned to the cars in the order in which the floors are reached.

2.9.2.2 Door Opening

Doors shall open automatically as car reaches the landing. After a predetermined time the doors shall close and the car shall proceed to answer the remaining car or assigned corridor calls. A protective device such as a safety edge and light beam device shall be provided on car door and when activated will prevent closing of doors. Car shall become available for assignment at whatever floor the last car demand has been satisfied in the direction in which car is traveling.

2.9.2.3 Car Dispatch

When car does not receive a demand dispatch at dispatching floor for an adjustable time period up to 10 minutes set initially at 5 minutes, the motor drive unit shall be switched off. If the car's switched-off motor drive unit receives a demand dispatch the motor drive unit shall automatically restart.

2.9.2.4 Door Dwell-Time

Door open dwell-times shall be adjustable so that the open time for a car call is shorter than the open time for corridor calls and second passengers. If a longer time is needed for passenger entry, doors can be prevented from closing or reversing by the light beam door control, the protective leading edge on car door, or by pressing "DOOR OPEN" button in car. Door dwell-times shall comply with FED-STD 795 and 36 CFR 1191.

2.9.3 Automatic Load Weighing

Passenger elevators shall be provided with load-weighing devices which will cause elevator to bypass hall calls when elevator is filled to an adjustable percentage. Corridor calls shall remain registered until the next available car responds to the call.

2.9.4 Anti-Nuisance

Passenger elevators shall be provided with a system which will cancel all car calls in the event that between 3 and 5 times the number of car calls are registered as there are passengers in car, allowing 150 pounds per passenger.

2.9.5 Door Operation

If an UP traveling car has a passenger for an intermediate floor and a DOWN call is registered at that floor with no-calls above car, the car shall travel to floor, open the door and let passenger out, then light the DOWN direction arrow in hall lantern and accept the waiting passenger who registered the DOWN call. Doors shall not perform the open-close cycle before elevator proceeds to next call.

2.10 FIREFIGHTERS' SERVICE

Firefighter service shall be in accordance with ASME A17.1 for automatic elevators. **Elevator lobby and machine room smoke detectors shall be photoelectric spot-type smoke detectors and shall initiate emergency recall Phase I. In addition, provide emergency Phase II service.** Smoke detectors shall be powered from to the building fire alarm control panel. Elevator lobby and machine room smoke detectors shall be in accordance with Section 13851 FIRE DETECTION AND ALARM SYSTEM, ADDRESSABLE.

2.11 ELEVATOR MACHINE (GEARED)

2.11.1 Hoisting Machine

Machine shall be worm-gear traction type with motor, brake, worm gearing, traction sheave and bearings mounted on common bed plate. Worm shall be of steel and integral with the worm shaft and shall be provided with a ball-thrust bearing with self-alignment blocks or preloaded thrust bearing

designed to take the end thrust of the worm in both directions. Main gear shall be hobbled from a bronze rim accurately fitted and bolted to gear spider. Gears shall be fitted to minimize the noise, vibration and wear. Roller bearings shall be complete with drive sheave shaft and provisions for lubrication. Design and construction of equipment and parts subject to wear shall be completely repairable and replaceable.

2.11.2 Hoisting Ropes

Hoisting ropes shall be the independent wire-rope type, regular lay, preformed, non-coated. Hoisting ropes shall be suited for service requirements to be provided. Hoisting rope connections shall be by tapered babbitted socket connections and shall be rated in strength equal to or greater than the strength rating of the rope. Hoisting ropes shall be selected so that the rated capacity load plus the load block weight divided by the number of parts of rope will not exceed 20 percent of certified breaking strength of rope. Hoisting ropes shall be secured to the hoist drum so that no less than two wraps of rope remain at each anchorage of hoist drum at extreme low position.

2.11.3 Sheaves

Drive sheave shall be steel or semi-steel finished with grooves to receive hoist ropes and shall give maximum traction and minimum wear. Grooved nonmetallic inserts on drive sheave may be provided at Contractor's option. Deflector and overhead sheaves, suitable sheet metal guards with required service openings, sheave beams and supports shall be provided as required.

2.11.4 Hoist Motor (Geared)

Motor shall be a geared type, alternating-current for variable voltage variable frequency control with Class F insulation, designed for elevator service to develop the required high-starting torque with low-starting current in accordance with NEMA MG 1. Motor shall be designed to meet requirements of elevator service and be capable of starting cold and carrying the full-rated load in car for a period of 1 hour of continuous UP and DOWN runs, stopping at all floors and standing not more than 10 seconds at each floor without overheating. Speed regulation of the car, with full-rated load shall not exceed plus or minus 5 percent of average on a round trip.

2.11.5 Armature

Armature shall be electrically balanced and the armature and brake drum shall be mechanically balanced as a unit. Field coils shall be spool or form wound. Windings in both armature and field shall permit easy removal.

2.11.6 Brake Assembly

Brake shall be spring-applied, electrically released and designed for automatic application in the event of interruption of power supply. Brake drum or disk shall have a wearing surface and edge of flange turned smooth and wearing surface shall run within a maximum variation of 0.005 inches. Brake shoes shall be lined with a fireproof friction material shaped to shoes so that the drum or disk will run free with normal clearance. Brake springs shall be helical and operated in compression and shall apply the brake when released by the magnet. Brake magnet shall be designed to release quickly. The brake application shall be automatically controlled by magnetic retardation to obtain noiseless, smooth and gradual stops under

all loading conditions. Release magnet coil circuit shall be opened by the various safety devices, power failure, failure of equipment to function in the proper manner for safe operation of car and upon normal stopping of the car.

2.11.7 Bed Plate

Bed plate shall be cast iron or steel in one piece with stiffening ribs to accurately maintain alignment of parts or be heavy rigid structural steel shapes securely welded together. Pads accurately planed or milled shall be provided as seats for parts secured to bed plate.

2.12 SOUND AND VIBRATION ISOLATION

Sound and vibration isolating foundation shall effectively prevent the transmission of machine vibration and sound to building structure. Location and deflection characteristics of isolation units shall produce a uniform and nonexcessive loading on units under all operating conditions.

2.13 VARIABLE VOLTAGE CONTROL

2.13.1 Solid-State Motor-Control

A solid-state motor-control unit shall be provided for each elevator, with electrical characteristics suitable to the available distribution system. The system shall consist of necessary 3-phase, full-wave bridge rectifiers or other devices and shall be full regenerative. A Transient Voltage Surge Suppressor (TVSS) device shall be provided to protect the solid-state motor-control unit and other electronic equipment in the facility. Solid-State control unit shall have the capacity to handle peak currents and shall contain a balanced and coordinated fault-protection system to protect the unit as follows:

- a. Protection system shall protect complete power circuit (specifically the power semi-conductors) from failure under short circuit conditions.
- b. Protection system shall protect unit from faults arising from partial grounds, partial shorts in motor armature, or in power unit.
- c. Protection system shall protect drive motor against sustained overloads using a solid-state overload circuit.
- d. Protection system shall protect motor and power unit against instantaneous peak overload.
- e. Protection system shall protect phase sequence to ensure incoming line is phased properly.
- f. Protection system shall protect unit against instantaneous overcurrent.
- g. Protection system shall protect unit against low power line voltage (less than 75 percent of nominal).
- h. Protection system shall protect unit against blown ac input fuse and blown dc converter output fuses.

- i. Protection system shall protect against excessive converter output voltage and excessive open-circuit voltage, and heat dissipation device.
- j. The Transient Voltage Surge Suppressor (TVSS) device used to protect the solid-state motor-control unit shall be listed by UL 1449 and tested by manufacturer to meet requirements of IEEE C62.11, IEEE C62.41 and IEEE C62.45 Categories A, B and C. The system shall be connected in parallel with the protected system; series-connected elements which could constitute a single-point failure shall not be used. The protection modes for the TVSS device shall have as a minimum line-to-ground, neutral-to-ground, line-to-neutral and Delta Systems line-to-line. The TVSS surge current capacity, based on an 8 x 20 micro-second waveform, shall be a minimum of 75K amps per phase. The maximum UL 1449 clamping voltage for each protection mode shall not exceed 800 volts for 208, 240 and 277/480 volt system. The TVSS system shall provide a joule rating that meets or exceeds the requirements of IEEE C62.41 Category C delivery capability. The TVSS system shall provide a noise-attenuation of 40 db for electrical line noise. The TVSS system shall be a symmetrically balanced metal oxide varistor (MOV) array system, constructed with surge current diversion modules each capable of withstanding 25 KVA surge current based on standard 8 x 20 micro-second waveform. Each module shall be capable of withstanding over 1000 pulses of 10K amps in accordance with IEEE C62.41 Category C surge current without degradation of clamping voltage. The module shall consist of multiple gapless metal oxide varistor individually fused. Gas tubes or silicon avalanche shall not be used. When module performance is degraded, as if one or more fuses or varistors have failed, a light emitting diode (LED) indicator shall indicate a failed module.

2.13.1.1 Fault Conditions

Occurrence of any of the above fault conditions shall result in the immediate removal of the drive's run command, the clamping of the internal current regulator, the opening of armature loop and an emergency dynamic brake stop. Drive system shall also notify the car controller of shutdown via a drive status signal. Car controller shall respond to continuous-drive reset pulses which shall reset the drive as soon as fault condition clears, if it is not a hard failure such as blow fuse, and shall return elevator to service. The dc direct-drive system shall be designed to include input impedance to filter out electro-mechanical noise on SCR drive system.

2.14 SENSOR AND CONTROL WIRING SURGE PROTECTION

Digital and analog inputs shall be protected against surges induced on control and sensor wiring. Digital and analog outputs shall be protected, as shown against surges induced on control and sensor wiring installed outdoors. Fuses shall not be used for surge protection. The inputs and outputs shall be tested in both normal mode and common mode using the following two waveforms:

- a. A 10 microsecond rise time by 1000 microsecond pulse width waveform with a peak voltage of 1500 volts and a peak current of 60 amperes.
- b. An eight microsecond rise time by 20 microsecond pulse width

waveform with a peak voltage of 1000 volts and a peak current of 500 amperes.

2.15 COMMUNICATIONS LINKS SURGE PROTECTION

Communications equipment shall be protected against surges induced on any communications link. Cables and conductors, except fiber optics, which serve as communications links from motor control room (MCR) to field equipment, and between field equipments shall have surge protection circuits installed at each end. Protection shall be furnished at equipment and additional triple electrode gas surge protectors rated for the application on each wireline circuit shall be installed within 3 feet of the building cable entrance. Fuses shall not be used for surge protection. The inputs and outputs shall be tested in both normal mode and common mode using the following two waveforms:

- a. A 10 microsecond rise time by 1000 microsecond pulse width waveform with a peak voltage of 1500 volts and a peak current of 60 amperes.
- b. An eight microsecond rise time by 20 microsecond pulse width waveform with a peak voltage of 1000 volts and a peak current of 500 amperes.

2.16 COMMUNICATIONS LINKS OVER VOLTAGE PROTECTION

Communications equipment such as MODEMS, line drivers, and repeaters shall be protected against overvoltage on communications link conductors. Cables and conductors, which serve as communications links, except fiber optics, shall have overvoltage protection for voltages up to 480 Vac rms, 60 Hz installed. Instrument fuses or fusible resistors are required for this application.

2.17 COUNTERWEIGHT

Retain existing.

2.18 LEVELING DEVICES

Elevators shall be equipped with a 2-way leveling device to automatically bring the car to the floor landings. Car shall automatically releve at each landing to correct overtravel and undertravel, and maintain the level regardless of load on the car, rope slippage or stretch of cables. Electric stopping system shall be arranged so the car will stop level with the floor before brake is set. Stopping accuracy shall not exceed plus or minus 1/4 inch.

2.19 BUFFERS

Retain existing.

2.20 SEISMIC REQUIREMENTS

Seismic protection shall be provided in conformance with TI 809-04 for general guidance and computation of forces (1.0 G horizontal and 1.0 G vertical minimum), ASME A17.1, Rule XXIV.

PART 3 EXECUTION

3.1 ELEVATOR WIRING

Wiring shall be provided for electrically-operated items of elevator equipment to comply with requirements of NFPA 70 and Section 16415 ELECTRICAL WORK, INTERIOR. For control and signal circuits wire shall be minimum No. 18 AWG. For power and lighting circuits wire shall be minimum No. 14 AWG. A work light fixture equipped with 150 watt incandescent lamps and ground duplex receptacles shall be provided at both the top and bottom of the car. Work light fixtures and traveling cable junction boxes shall be located to provide illumination at junction boxes. Control and signal wires shall be brought to accessible numbered terminal blocks on controller. Intra-panel wiring shall be flame-resisting type.

3.1.1 Traveling Cables

Cables shall terminate at numbered terminal blocks in car and machine room. Traveling cable shall be provided with a separate shielded circuit for communication system and hang to obtain proper size of loop. Traveling cable shall be provided with 10 percent spare conductors for each car.

3.2 PAINTING

Except for factory finished items and corrosion-resistant items, machined surfaces shall be painted as specified in Section 09900, PAINTING, GENERAL.

3.3 TESTING

Testing shall be in accordance with requirements of ASME A17.1 and ASME A17.2.1 and as specified below. Contractor shall conduct a complete test of the system. After the system has passed all tests, the Contractor shall notify the Contracting Officer in writing, 30 days prior to the time of performing the acceptance test, that the system is complete and is ready for final acceptance testing. The Contractor after receiving written approval from the Contracting Officer will conduct a complete acceptance test of the system. The Contractor shall provide the services of an elevator inspector, employed by an independent testing company to inspect the elevators, witness the acceptance testing and certify the elevators. The inspector shall meet all qualification requirements of ASME QEI-1 and shall be certified in accordance with ASME QEI-1. The Contractor shall provide an elevator certificate signed by the inspector for each elevator. The certificate shall be provided to the Contracting Officer within 30 days after completion of all testing.

3.3.1 Testing Period

Each elevator shall be tested with the specified rated-load in car continuously for a period of 35 percent of the duty time. During the test run the car shall be stopped at all floors in both directions of travel for a standing period of 10 seconds per floor. A manual test of the final limits (UP and DOWN overtravel) shall also be performed.

3.3.2 Speed Load Testing

The actual speed of elevator car in both directions of travel shall be determined with the rated-load and with no-load in the elevator car. Actual measured speed of car with the rated-load in the UP direction shall be within 5 percent of rated speed. The maximum difference in actual measured speeds obtained under the various conditions outlined shall not exceed 10 percent of the total difference between the UP and DOWN speeds.

3.3.3 Car Leveling Testing

Elevator cars leveling devices shall be tested for accuracy of landing at all floors with no-load in car, with symmetrical load in car and with the rated-load in car in both directions of travel.

3.3.4 Brake Testing

Brake test shall be conducted with the rated-load in the car. Brakes shall stop and hold the car with the rated-load. In elevators using a Ward-Leonard type generator drive system it is critical to test the suicide circuit to assure that loop currents cannot cause the hoist motor to pull through the brakes.

3.3.5 Temperature Rise Testing

Temperature rise of hoistway motor, motor drive, exciter and booster shall be conducted during the full-load test run for minimum one hour. Under these conditions the temperature rise of equipment shall not exceed the requirements established in NEMA MG 1 Chapter 12. Temperature rise testing shall be started when all parts of equipment are within the temperature required by NEMA at the time of starting the tests.

3.3.6 Insulation-Resistance Testing

Insulation-resistance testing shall be performed to ensure that the complete elevator wiring systems will be free from short circuits and grounds. Electrical conductors shall have an insulation-resistance of not less than one megohm between each conductor and ground, and not less than one megohm between each conductor and all other conductors. Prior to testing, provisions shall be made to prevent damage to electronic devices.

3.4 FRAMED INSTRUCTIONS

Two sets of instructions shall be typed and framed under glass or in laminated plastic, and posted side-by-side in the elevator room where directed, before acceptance of elevator systems. First set of instructions shall include wiring and control diagrams showing the complete layout of elevator system. Second set of instruction shall include the condensed operating instructions explaining preventive maintenance procedures, the methods for checking the elevator system for normal safe operation, and the procedures for safely starting and stopping the elevator system.

3.5 OPERATOR TRAINING

Contractor shall conduct a formal training course for operating Government personnel which shall include care, lubrication, adjustment and maintenance of the elevator equipment. Training period of the elevator equipment. Training period shall consist of a total of 4 hours of normal working time and shall start after the system is functionally completed but prior to final acceptance tests. Field instructions shall cover all of the items contained in the operating and maintenance instructions, including demonstrations of routine maintenance operations. The Contracting Officer shall be notified at least 14 days prior to date of starting the training course.

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SECTION 15895

AIR SUPPLY, DISTRIBUTION, VENTILATION, AND EXHAUST SYSTEM

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

ARI 350	(1986) Sound Rating of Non-Ducted Indoor Air-Conditioning Equipment
ARI 410	(1991) Forced-Circulation Air-Cooling and Air-Heating Coils
ARI 430	(1989) Central-Station Air-Handling Units
ARI 440	(1998) Room Fan-Coil and Unit Ventilator
ARI Guideline D	(1996) Application and Installation of Central Station Air-Handling Units

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

AMCA 210	(1985) Laboratory Methods of Testing Fans for Rating
AMCA 300	(1996) Reverberant Room Method for Sound Testing of Fans

AMERICAN BEARING MANUFACTURERS ASSOCIATION (AFBMA)

AFBMA Std 9	(1990) Load Ratings and Fatigue Life for Ball Bearings
AFBMA Std 11	(1990) Load Ratings and Fatigue Life for Roller Bearings

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 47/A 47M	(1999) Ferritic Malleable Iron Castings
ASTM A 53/A 53M	(1999b) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 106	(1999e1) Seamless Carbon Steel Pipe for

High-Temperature Service

ASTM A 123/A 123M	(1997ae1) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 167	(1999) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
ASTM A 181/A 181M	(1995b) Carbon Steel, Forgings for General-Purpose Piping
ASTM A 183	(1983; R 1998) Carbon Steel Track Bolts and Nuts
ASTM A 193/A 193M	(1999a) Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service
ASTM A 234/A 234M	(1999) Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service
ASTM A 536	(1999el) Ductile Iron Castings
ASTM A 733	(1999) Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples
ASTM A 924/A 924M	(1999) General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process
ASTM B 62	(1993) Composition Bronze or Ounce Metal Castings
ASTM B 75	(1999) Seamless Copper Tube
ASTM B 88	(1999) Seamless Copper Water Tube
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM B 813	(1993) Liquid and Paste Fluxes for Soldering Applications of Copper and Copper Alloy Tube
ASTM C 1071	(1998) Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material)
ASTM D 520	(1984; R 1995el) Zinc Dust Pigment
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
ASTM D 2000	(1999) Rubber Products in Automotive Applications
ASTM D 3359	(1997) Measuring Adhesion by Tape Test

ASTM E 437	(1992; R 1997) Industrial Wire Cloth and Screens (Square Opening Series)
ASTM F 1199	(1988; R 1998) Cast (All Temperature and Pressures) and Welded Pipe Line Strainers (150 psig and 150 degrees F Maximum)
AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)	
ASHRAE 52.1	(1992) Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter
ASHRAE 68	(1986) Laboratory Method of Testing In-Duct Sound Power Measurement Procedures for Fans
ASHRAE 70	(1991) Method of Testing for Rating the Performance of Air Outlets and Inlets
ASME INTERNATIONAL (ASME)	
ASME B1.20.1	(1983; R 1992) Pipe Threads, General Purpose (Inch)
ASME B16.3	(1998) Malleable Iron Threaded Fittings
ASME B16.5	(1996; B16.5a) Pipe Flanges and Flanged Fittings NPS 1/2 thru NPS 24
ASME B16.9	(1993) Factory-Made Wrought Steel Buttwelding Fittings
ASME B16.11	(1996) Forged Fittings, Socket-Welding and Threaded
ASME B16.18	(1984; R 1994) Cast Copper Alloy Solder Joint Pressure Fittings
ASME B16.21	(1992) Nonmetallic Flat Gaskets for Pipe Flanges
ASME B16.22	(1995; B16.22a1998) Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
ASME B16.26	(1988) Cast Copper Alloy Fittings for Flared Copper Tubes
ASME B16.39	(1998) Malleable Iron Threaded Pipe Unions Classes 150, 250, and 300
ASME B31.1	(1998) Power Piping
ASME B40.1	(1991) Gauges - Pressure Indicating Dial Type - Elastic Element
ASME BPV IX	(1998) Boiler and Pressure Vessel Code;

Section IX, Welding and Brazing
Qualifications

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C606 (1997) Grooved and Shouldered Joints

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (2000) Structural Welding Code - Steel

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-1419 (Rev D; Canc. Notice 1) Filter Element,
Air Conditioning (Viscous-Impingement and
Dry Types, Replaceable)MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS
INDUSTRY (MSS)MSS SP-25 (1998) Standard Marking System for Valves,
Fittings, Flanges and UnionsMSS SP-58 (1993) Pipe Hangers and Supports -
Materials, Design and ManufactureMSS SP-69 (1996) Pipe Hangers and Supports -
Selection and ApplicationMSS SP-70 (1998) Cast Iron Gate Valves, Flanged and
Threaded EndsMSS SP-71 (1997) Cast Iron Swing Check Valves,
Flanges and Threaded EndsMSS SP-72 (1999) Ball Valves with Flanged or
Butt-Welding Ends for General ServiceMSS SP-80 (1997) Bronze Gate, Globe, Angle and Check
ValvesMSS SP-85 (1994) Cast Iron Globe & Angle Valves,
Flanged and Threaded EndsMSS SP-110 (1996) Ball Valves Threaded,
Socket-Welding, Solder Joint, Grooved and
Flared Ends

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA MG 1 (1998) Motors and Generators

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (1999) National Electrical Code

NFPA 90A (1999) Installation of Air-Conditioning
and Ventilating Systems

SHEET METAL & AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION
(SMACNA)

SMACNA HVAC Duct Const Stds (1995; Addenda Nov 1997) HVAC Duct
Construction Standards - Metal and Flexible

SMACNA Install Fire Damp HVAC (1992) Fire, Smoke and Radiation Damper
Installation Guide for HVAC Systems

UNDERWRITERS LABORATORIES (UL)

UL 214 (1997) Tests for Flame-Propagation of
Fabrics and Films

UL 555 (1999) Fire Dampers

UL 586 (1996; Rev thru Aug 1999) High-Efficiency,
Particulate, Air Filter Units

UL 900 (1994; Rev thru Nov 1999) Test Performance
of Air Filter Units

UL 1995 (1995; Rev thru Aug 1999) Heating and
Cooling Equipment

UL Bld Mat Dir (1999) Building Materials Directory

UL Elec Const Dir (1999) Electrical Construction Equipment
Directory

UL Fire Resist Dir (1999) Fire Resistance Directory (2 Vol.)

1.2 COORDINATION OF TRADES

Ductwork, piping offsets, fittings, and accessories shall be furnished as required to provide a complete installation and to eliminate interference with other construction.

1.3 DELIVERY AND STORAGE

Equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Drawings
Installation

Drawings shall consist of equipment layout including assembly and installation details and electrical connection diagrams;

ductwork layout showing the location of all supports and hangers, typical hanger details, gauge reinforcement, reinforcement spacing rigidity classification, and static pressure and seal classifications; and piping layout showing the location of all guides and anchors, the load imposed on each support or anchor, and typical support details. Drawings shall include any information required to demonstrate that the system has been coordinated and will properly function as a unit and shall show equipment relationship to other parts of the work, including clearances required for operation and maintenance.

SD-03 Product Data

Components and Equipment

Manufacturer's catalog data shall be included with the detail drawings for the following items. The data shall be highlighted to show model, size, options, etc., that are intended for consideration. Data shall be adequate to demonstrate compliance with contract requirements for the following:

- a. Piping Components
- b. Ductwork Components
- c. Air Systems Equipment
- d. Air Handling Units
- e. Energy Recovery Devices
- f. Terminal Units

Test Procedures

Proposed test procedures for piping hydrostatic test, ductwork leak test, and performance tests of systems, at least 2 weeks prior to the start of related testing.

Welding Procedures

A copy of qualified welding procedures, at least 2 weeks prior to the start of welding operations.

System Diagrams

Proposed diagrams, at least 2 weeks prior to start of related testing. System diagrams that show the layout of equipment, piping, and ductwork, and typed condensed operation manuals explaining preventative maintenance procedures, methods of checking the system for normal, safe operation, and procedures for safely starting and stopping the system shall be framed under glass or laminated plastic. After approval, these items shall be posted where directed.

Similar Services

Statement demonstrating successful completion of similar services on at least 5 projects of similar size and scope, at

least 2 weeks prior to submittal of other items required by this section.

Welding Joints

A list of names and identification symbols of qualified welders and welding operators, at least 2 weeks prior to the start of welding operations.

Testing, Adjusting and Balancing

Proposed test schedules for hydrostatic test of piping, ductwork leak test, and performance tests, at least 2 weeks prior to the start of related testing.

Field Training

Proposed schedule for field training, at least 2 weeks prior to the start of related training.

SD-06 Test Reports

Performance Tests

Test reports for the piping hydrostatic test, ductwork leak test, and performance tests in booklet form, upon completion of testing. Reports shall document phases of tests performed including initial test summary, repairs/adjustments made, and final test results.

SD-07 Certificates

Bolts

Written certification from the bolt manufacturer that the bolts furnished comply with the requirements of this specification. The certification shall include illustrations of product markings, and the number of each type of bolt to be furnished.

SD-10 Operation and Maintenance Data

Operating and Maintenance Instructions

Six manuals listing step-by-step procedures required for system startup, operation, shutdown, and routine maintenance, at least 2 weeks prior to field training. The manuals shall include the manufacturer's name, model number, parts list, list of parts and tools that should be kept in stock by the owner for routine maintenance including the name of a local supplier, simplified wiring and controls diagrams, troubleshooting guide, and recommended service organization (including address and telephone number) for each item of equipment. Each service organization submitted shall be capable of providing 4 hour onsite response to a service call on an emergency basis.

PART 2 PRODUCTS

2.1 STANDARD PRODUCTS

Components and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of products that are of a similar material, design and workmanship. The standard products shall have been in satisfactory commercial or industrial use for 2 years before bid opening. The 2-year experience shall include applications of components and equipment under similar circumstances and of similar size. The 2 years must be satisfactorily completed by a product which has been sold or is offered for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufacturer's factory tests, can be shown. The equipment items shall be supported by a service organization.

2.2 ASBESTOS PROHIBITION

Asbestos and asbestos-containing products shall not be used.

2.3 NAMEPLATES

Equipment shall have a nameplate that identifies the manufacturer's name, address, type or style, model or serial number, and catalog number.

2.4 EQUIPMENT GUARDS AND ACCESS

Belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts exposed to personnel contact shall be fully enclosed or guarded according to OSHA requirements. High temperature equipment and piping exposed to contact by personnel or where it creates a potential fire hazard shall be properly guarded or covered with insulation of a type specified.

2.5 PIPING COMPONENTS

2.5.1 Steel Pipe

Steel pipe shall conform to ASTM A 53/A 53M, Schedule 40, Grade A or B, Type E or S.

2.5.2 Joints and Fittings For Steel Pipe

Joints shall be welded, flanged, threaded, or grooved as indicated. If not otherwise indicated, piping 1 inch and smaller shall be threaded; piping larger than 1 inch and smaller than 3 inches shall be either threaded, grooved, or welded; and piping 3 inches and larger shall be grooved, welded, or flanged. Rigid grooved mechanical joints and fittings may only be used in serviceable aboveground locations where the temperature of the circulating medium does not exceed 230 degrees F. Flexible grooved joints shall be used only as a flexible connector with grooved pipe system. Unless otherwise specified, grooved piping components shall meet the corresponding criteria specified for the similar welded, flanged, or threaded component specified herein. The manufacturer of each fitting shall be permanently identified on the body of the fitting according to MSS SP-25.

2.5.2.1 Welded Joints and Fittings

Welded fittings shall conform to ASTM A 234/A 234M, and shall be identified with the appropriate grade and marking symbol. Butt-welded fittings shall

conform to ASME B16.9. Socket-welded fittings shall conform to ASME B16.11.

2.5.2.2 Flanged Joints and Fittings

Flanges shall conform to ASTM A 181/A 181M and ASME B16.5, Class 150. Gaskets shall be nonasbestos compressed material according to ASME B16.21, 1/16 inch thickness, full face or self-centering flat ring type. The gaskets shall contain aramid fibers bonded with styrene butadiene rubber (SBR) or nitrile butadiene rubber (NBR). Bolts, nuts, and bolt patterns shall conform to ASME B16.5. Bolts shall be high or intermediate strength material conforming to ASTM A 193/A 193M.

2.5.2.3 Threaded Joints and Fittings

Threads shall conform to ASME B1.20.1. Unions shall conform to ASME B16.39, Class 150. Nipples shall conform to ASTM A 733. Malleable iron fittings shall conform to ASME B16.3, type as required to match piping.

2.5.2.4 Dielectric Unions and Flanges

Dielectric unions shall have the tensile strength and dimensional requirements specified. Unions shall have metal connections on both ends threaded to match adjacent piping. Metal parts of dielectric unions shall be separated with a nylon insulator to prevent current flow between dissimilar metals. Unions shall be suitable for the required operating pressures and temperatures. Dielectric flanges shall provide the same pressure ratings as standard flanges and provide complete electrical isolation.

2.5.2.5 Grooved Mechanical Joints and Fittings

Joints and fittings shall be designed for not less than 125 psig service and shall be the product of the same manufacturer. Fitting and coupling houses shall be malleable iron conforming to ASTM A 47/A 47M, Grade 32510; ductile iron conforming to ASTM A 536, Grade 65-45-12; or steel conforming to ASTM A 106, Grade B or ASTM A 53/A 53M. Gaskets shall be molded synthetic rubber with central cavity, pressure responsive configuration and shall conform to ASTM D 2000 Grade No. 2CA615A15B44F17Z for circulating medium up to 230 degrees F or Grade No. M3BA610A15B44Z for circulating medium up to 200 degrees F. Grooved joints shall conform to AWWA C606. Coupling nuts and bolts shall be steel and shall conform to ASTM A 183.

2.5.3 Copper Tube

Copper tube shall conform to ASTM B 88, Type K or L.

2.5.4 Joints and Fittings For Copper Tube

Wrought copper and bronze solder-joint pressure fittings shall conform to ASME B16.22 and ASTM B 75. Cast copper alloy solder-joint pressure fittings shall conform to ASME B16.18. Cast copper alloy fittings for flared copper tube shall conform to ASME B16.26 and ASTM B 62. Brass or bronze adapters for brazed tubing may be used for connecting tubing to flanges and to threaded ends of valves and equipment. Extracted brazed tee joints produced with an acceptable tool and installed as recommended by the manufacturer may be used.

2.5.5 Valves

Valves shall be Class 125 and shall be suitable for the intended application. Valves shall meet the material, fabrication and operating requirements of ASME B31.1. Chain operators shall be provided for valves located 10 feet or higher above the floor. Valves in sizes larger than 1 inch and used on steel pipe systems, may be provided with rigid grooved mechanical joint ends. Such grooved end valves shall be subject to the same requirements as rigid grooved mechanical joints and fittings and, shall be provided by the same manufacturer as the grooved pipe joint and fitting system.

2.5.5.1 Gate Valves

Gate valves 2-1/2 inches and smaller shall conform to MSS SP-80 and shall be bronze with rising stem and threaded, solder, or flanged ends. Gate valves 3 inches and larger shall conform to MSS SP-70 and shall be cast iron with bronze trim, outside screw and yoke, and flanged or threaded ends.

2.5.5.2 Globe Valves

Globe valves 2-1/2 inches and smaller shall conform to MSS SP-80, bronze, threaded, soldered, or flanged ends. Globe valves 3 inches and larger shall conform to MSS SP-85 and shall be cast iron with bronze trim and flanged, or threaded ends.

2.5.5.3 Check Valves

Check valves 2-1/2 inches and smaller shall conform to MSS SP-80 and shall be bronze with threaded, soldered, or flanged ends. Check valves 3 inches and larger shall conform to MSS SP-71 and shall be cast iron with bronze trim and flanged or threaded ends.

2.5.5.4 Angle Valves

Angle valves 2-1/2 inches and smaller shall conform to MSS SP-80 and shall be bronze with threaded, soldered, or flanged ends. Angle valves 3 inches and larger shall conform to MSS SP-85 and shall be cast iron with bronze trim and flanged, or threaded ends.

2.5.5.5 Ball Valves

Ball valves 1/2 inch and larger shall conform to MSS SP-72 or MSS SP-110, and shall be ductile iron or bronze with threaded, soldered, or flanged ends.

2.5.5.6 Balancing Valves

Balancing valves 2 inches or smaller shall be bronze with NPT connections for black steel pipe and brazed connections for copper tubing. Valves 1 inch or larger may be all iron with threaded or flanged ends. The valves shall have a square head or similar device and an indicator arc and shall be designed for 250 degrees F. Iron valves shall be lubricated, nonlubricated, or tetrafluoroethylene resin-coated plug valves. In lieu of plug valves, ball valves may be used. Plug valves and ball valves 8 inches or larger shall be provided with manual gear operators with position indicators. Where indicated, automatic flow control valves shall be provided to maintain constant flow, and shall be designed to be sensitive to pressure differential across the valve to provide the required opening. Valves shall be selected for the flow required and provided with a permanent nameplate or tag carrying a permanent record of the

factory-determined flow rate and flow control pressure levels. Valves shall control the flow within 5 percent of the tag rating. Valves shall be suitable for the maximum operating pressure of 125 psig or 150 percent of the system operating pressure, whichever is the greater. Where the available system pressure is not adequate to provide the minimum pressure differential that still allows flow control, the system pump head capability shall be appropriately increased. Where flow readings are provided by remote or portable meters, valve bodies shall be provided with tapped openings and pipe extensions with shutoff valves outside of pipe insulation. The pipe extensions shall be provided with quick connecting hose fittings for a portable meter to measure the pressure differential across the automatic flow control valve. A portable meter furnished with accessory kit as recommended by the automatic valve manufacturer shall be provided. Automatic flow control valve specified may be substituted for venturi tubes or orifice plate flow measuring devices.

2.5.5.7 Air Vents

Manual air vents shall be brass or bronze valves or cocks suitable for pressure rating of piping system and furnished with threaded plugs or caps. Automatic air vents shall be float type, cast iron, stainless steel, or forged steel construction, suitable for pressure rating of piping system.

2.5.6 Strainers

Strainer shall be in accordance with ASTM F 1199, except as modified herein. Strainer shall be the cleanable, basket or "Y" type, the same size as the pipeline. The strainer bodies shall be fabricated of cast iron with bottoms drilled, and tapped. The bodies shall have arrows clearly cast on the sides indicating the direction of flow. Each strainer shall be equipped with removable cover and sediment screen. The screen shall be made of minimum 22 gauge corrosion-resistant steel, with small perforations numbering not less than 400 per square inch to provide a net free area through the basket of at least 3.3 times that of the entering pipe. The flow shall be into the screen and out through the perforations.

2.5.7 Chilled Water System Accessories

Chilled water system accessories such as pumps, combination strainer and suction diffusers, and expansion tanks shall be as specified in Section 15650 CENTRAL REFRIGERATED AIR CONDITIONING SYSTEM.

2.5.8 Backflow Preventers

Backflow preventers shall be according to Section 15400 PLUMBING, GENERAL PURPOSE.

2.5.9 Flexible Pipe Connectors

Flexible pipe connectors shall be designed for 125 psi or 150 psi service as appropriate for the static head plus the system head, and 250 degrees F, 230 degrees F for grooved end flexible connectors. The flexible section shall be constructed of rubber, tetrafluoroethylene resin, or corrosion-resisting steel, bronze, monel, or galvanized steel. The flexible section shall be suitable for intended service with end connections to match adjacent piping. Flanged assemblies shall be equipped with limit bolts to restrict maximum travel to the manufacturer's standard limits. Unless otherwise indicated, the length of the flexible connectors shall be as recommended by the manufacturer for the service intended.

Internal sleeves or liners, compatible with circulating medium, shall be provided when recommended by the manufacturer. Covers to protect the bellows shall be provided where indicated.

2.5.10 Pressure Gauges

Gauges shall conform to ASME B40.1 and shall be provided with throttling type needle valve or a pulsation dampener and shut-off valve. Gauge shall be a minimum of 3-1/2 inches in diameter and shall have a range from 0 psig to approximately 1.5 times the maximum system working pressure.

2.5.11 Thermometers

Thermometers shall have brass, malleable iron, or aluminum alloy case and frame, clear protective face, permanently stabilized glass tube with indicating-fluid column, white face, black numbers, and a 9 inch scale, and shall have rigid stems with straight, angular, or inclined pattern.

2.5.12 Escutcheons

Escutcheons shall be chromium-plated iron or chromium-plated brass, either one piece or split pattern, held in place by internal spring tension or setscrews.

2.5.13 Pipe Hangers, Inserts, and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69.

2.5.14 Insulation

Shop and field applied insulation shall be as specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

2.5.15 Condensate Drain Lines

Condensate drainage shall be provided for each item of equipment that generates condensate as specified for drain, waste, and vent piping systems in Section 15400 PLUMBING, GENERAL PURPOSE.

2.6 ELECTRICAL WORK

Electrical motor-driven equipment specified shall be provided complete with motor, motor starter, and controls. Unless otherwise specified, electric equipment, including wiring and motor efficiencies, shall be according to Section 16415 ELECTRICAL WORK, INTERIOR. Electrical characteristics and enclosure type shall be as shown. Unless otherwise indicated, motors of 1 hp and above shall be high efficiency type. Motor starters shall be provided complete with thermal overload protection and other appurtenances necessary. Each motor shall be according to NEMA MG 1 and shall be of sufficient size to drive the equipment at the specified capacity without exceeding the nameplate rating of the motor. Manual or automatic control and protective or signal devices required for the operation specified, and any control wiring required for controls and devices, but not shown, shall be provided.

2.7 CONTROLS

Controls shall be provided as specified in Section 15950 HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS.

2.8 DUCTWORK COMPONENTS

2.8.1 Metal Ductwork

All aspects of metal ductwork construction, including all fittings and components, shall comply with SMACNA HVAC Duct Const Stds unless otherwise specified. Elbows shall be radius type with a centerline radius of 1-1/2 times the width or diameter of the duct where space permits. Otherwise, elbows having a minimum radius equal to the width or diameter of the duct or square elbows with factory fabricated turning vanes may be used. Static pressure Class 1/2, 1, and 2 inch w.g. ductwork shall meet the requirements of Seal Class C. Class 3 through 10 inch shall meet the requirements of Seal Class A. Sealants shall conform to fire hazard classification specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS. Pressure sensitive tape shall not be used as a sealant. Spiral lock seam duct, and flat oval shall be made with duct sealant and locked with not less than 3 equally spaced drive screws or other approved methods indicated in SMACNA HVAC Duct Const Stds. The sealant shall be applied to the exposed male part of the fitting collar so that the sealer will be on the inside of the joint and fully protected by the metal of the duct fitting. One brush coat of the sealant shall be applied over the outside of the joint to at least 2 inch band width covering all screw heads and joint gap. Dents in the male portion of the slip fitting collar will not be acceptable. Outdoor air intake ducts and plenums shall be fabricated with watertight soldered or brazed joints and seams.

2.8.1.1 Transitions

Diverging air flow transitions shall be made with each side pitched out a maximum of 15 degrees, for an included angle of 30 degrees. Transitions for converging air flow shall be made with each side pitched in a maximum of 30 degrees, for an included angle of 60 degrees, or shall be as indicated. Factory-fabricated reducing fittings for systems using round duct sections when formed to the shape of the ASME short flow nozzle, need not comply with the maximum angles specified.

2.8.1.2 General Service Duct Connectors

A flexible duct connector approximately 6 inches in width shall be provided where sheet metal connections are made to fans or where ducts of dissimilar metals are connected. For round/oval ducts, the flexible material shall be secured by stainless steel or zinc-coated, iron clinch-type draw bands. For rectangular ducts, the flexible material locked to metal collars shall be installed using normal duct construction methods. The composite connector system shall comply with UL 214 and be classified as "flame-retarded fabrics" in UL Bld Mat Dir.

2.8.2 Ductwork Accessories

2.8.2.1 Duct Access Doors

Access doors shall be provided in ductwork and plenums where indicated and at all air flow measuring primaries, automatic dampers, fire dampers, coils, thermostats, and other apparatus requiring service and inspection in the duct system, and unless otherwise shown, shall conform to SMACNA HVAC Duct Const Stds. Access doors shall be provided upstream and downstream of air flow measuring primaries and heating and cooling coils. Doors shall be minimum 15 x 18 inches, unless otherwise shown. Where duct size will not

accommodate this size door, the doors shall be made as large as practicable. Doors 24 x 24 inches or larger shall be provided with fasteners operable from both sides. Doors in insulated ducts shall be the insulated type.

2.8.2.2 Fire Dampers

Fire dampers shall be 1-1/2 hour fire rated unless otherwise indicated. Fire dampers shall conform to the requirements of NFPA 90A and UL 555. The Contractor shall perform the fire damper test as outlined in NFPA 90A. A pressure relief damper shall be provided upstream of the fire damper. If the ductwork connected to the fire damper is to be insulated then this pressure relief damper shall be factory insulated. Fire dampers shall be automatic operating type and shall have a dynamic rating suitable for the maximum air velocity and pressure differential to which it will be subjected. Fire dampers shall be approved for the specific application, and shall be installed according to their listing. Fire dampers shall be equipped with a steel sleeve or adequately sized frame installed in such a manner that disruption of the attached ductwork, if any, will not impair the operation of the damper. Sleeves or frames shall be equipped with perimeter mounting angles attached on both sides of the wall or floor opening. Ductwork in fire-rated floor-ceiling or roof-ceiling assembly systems with air ducts that pierce the ceiling of the assemblies shall be constructed in conformance with UL Fire Resist Dir. Fire dampers shall be curtain type with damper blades out of the air stream. Dampers shall not reduce the duct or the air transfer opening cross-sectional area. Dampers shall be installed so that the centerline of the damper depth or thickness is located in the centerline of the wall, partition or floor slab depth or thickness. Unless otherwise indicated, the installation details given in SMACNA Install Fire Damp HVAC and in manufacturer's instructions for fire dampers shall be followed.

2.8.2.3 Splitters and Manual Balancing Dampers

Splitters and manual balancing dampers shall be furnished with accessible operating mechanisms. Where operators occur in finished portions of the building, operators shall be chromium plated with all exposed edges rounded. Splitters shall be operated by quadrant operators or 3/16 inch rod brought through the side of the duct with locking setscrew and bushing. Two rods are required on splitters over 8 inches. Manual volume control dampers shall be operated by locking-type quadrant operators. Dampers and splitters shall be 2 gauges heavier than the duct in which installed. Unless otherwise indicated, multileaf dampers shall be opposed blade type with maximum blade width of 12 inches. Access doors or panels shall be provided for all concealed damper operators and locking setscrews. Unless otherwise indicated, the locking-type quadrant operators for dampers, when installed on ducts to be thermally insulated, shall be provided with stand-off mounting brackets, bases, or adapters to provide clearance between the duct surface and the operator not less than the thickness of the insulation. Stand-off mounting items shall be integral with the operator or standard accessory of the damper manufacturer. Volume dampers shall be provided where indicated.

2.8.2.4 Air Deflectors and Branch Connections

Air deflectors shall be provided at duct mounted supply outlets, at takeoff or extension collars to supply outlets, at duct branch takeoff connections, and at 90 degree elbows, as well as at locations as indicated on the drawings or otherwise specified. Conical branch connections or 45 degree

entry connections may be used in lieu of deflectors or extractors for branch connections. All air deflectors, except those installed in 90 degree elbows, shall be provided with an approved means of adjustment. Adjustment shall be made from easily accessible means inside the duct or from an adjustment with sturdy lock on the face of the duct. When installed on ducts to be thermally insulated, external adjustments shall be provided with stand-off mounting brackets, integral with the adjustment device, to provide clearance between the duct surface and the adjustment device not less than the thickness of the thermal insulation. Air deflectors shall be factory-fabricated units consisting of curved turning vanes or louver blades designed to provide uniform air distribution and change of direction with minimum turbulence or pressure loss. Air deflectors shall be factory or field assembled. Blade air deflectors, also called blade air extractors, shall be approved factory fabricated units consisting of equalizing grid and adjustable blade and lock. Adjustment shall be easily made from the face of the diffuser or by position adjustment and lock external to the duct. Stand-off brackets shall be provided on insulated ducts and are described herein. Fixed air deflectors, also called turning vanes, shall be provided in 90 degree elbows.

2.8.3 Duct Sleeves, Framed Prepared Openings, Closure Collars

2.8.3.1 Duct Sleeves

Duct sleeves shall be provided for round ducts 15 inches in diameter or less passing through floors, walls, ceilings, or roof, and installed during construction of the floor, wall, ceiling, or roof. Round ducts larger than 15 inches in diameter and square, rectangular, and oval ducts passing through floors, walls, ceilings, or roof shall be installed through framed prepared openings. The Contractor shall be responsible for the proper size and location of sleeves and prepared openings. Sleeves and framed openings are also required where grilles, registers, and diffusers are installed at the openings. Framed prepared openings shall be fabricated from 20 gauge galvanized steel, unless otherwise indicated. Where sleeves are installed in bearing walls or partitions, black steel pipe, ASTM A 53/A 53M, Schedule 20 shall be used. Sleeve shall provide 1 inch clearance between the duct and the sleeve or 1 inch clearance between the insulation and the sleeve for insulated ducts.

2.8.3.2 Framed Prepared Openings

Openings shall have 1 inch clearance between the duct and the opening or 1 inch clearance between the insulation and the opening for insulated ducts.

2.8.3.3 Closure Collars

Collars shall be fabricated of galvanized sheet metal not less than 4 inches wide, unless otherwise indicated, and shall be installed on exposed ducts on each side of walls or floors where sleeves or prepared openings are provided. Collars shall be installed tight against surfaces. Collars shall fit snugly around the duct or insulation. Sharp edges of the collar around insulated duct shall be ground smooth to preclude tearing or puncturing the insulation covering or vapor barrier. Collars for round ducts 15 inches in diameter or less shall be fabricated from 20 gauge galvanized steel. Collars for round ducts larger than 15 inches and square, and rectangular ducts shall be fabricated from 18 gauge galvanized steel. Collars shall be installed with fasteners on maximum 6 inch centers, except that not less than 4 fasteners shall be used.

2.8.4 Plenums and Casings for Field-Fabricated Units

2.8.4.1 Plenum and Casings

Plenums and casings shall be fabricated and erected as shown in SMACNA HVAC Duct Const Stds, as applicable. Unless otherwise indicated, system casing shall be constructed of not less than 16 gauge galvanized sheet steel. Cooling coil drain pans with 1 inch threaded outlet shall be provided to collect condensation from the cooling coils. Drain pans shall be fabricated of not lighter than 16 gauge steel, galvanized after fabrication or of 18 gauge corrosion-resisting sheet steel conforming to ASTM A 167, Type 304, welded and stiffened. Drain pans exposed to the atmosphere shall be thermally insulated to prevent condensation. Insulation shall be coated with a flame resistant waterproofing material. Separate drain pans shall be provided for each vertical coil section, and a separate drain line shall be provided for each pan. Pans shall be generously sized to ensure capture of entrained moisture on the downstream-air side of the coil. Openings in the casing, such as for piping connections, shall be sealed and covered to prevent air leakage. Water seal for the drain shall provide at least 2 inch water gauge greater than the maximum negative pressure in the coil space.

2.8.4.2 Casing

Casings shall be terminated at the curb line and anchored by the use of galvanized angle iron sealed and bolted to the curb, as indicated in SMACNA HVAC Duct Const Stds.

2.8.4.3 Access Doors

Access doors shall be provided in each section of the casing. Door frames shall be welded in place, and each door shall be neoprene gasketed, hinged with minimum of two brass hinges, and fastened with a minimum of two brass tension fasteners operable from inside and outside of the casing. Where possible, doors shall be 36 x 18 inches located 18 inches above the floor. Where the space available will not accommodate doors of this size, doors as large as the space will accommodate shall be provided. Doors shall swing so that fan suction or pressure holds door in closed position, and shall be airtight. A push-button station to stop the supply fan shall be located inside the casing where indicated.

2.8.4.4 Factory-Fabricated Insulated Sheet Metal Panels

Factory-fabricated components may be used for field-assembled units, provided all requirements specified for field-fabricated plenums and casings are met. Panels shall be of modular design, pretested for structural strength, thermal control, condensation control, and acoustical control. Panel joints shall be sealed and insulated access doors shall be provided and gasketed to prevent air leakage. Panel construction shall be not less than 20 gauge galvanized sheet steel and shall be assembled with fasteners treated against corrosion. Standard length panels shall deflect not more than 1/2 inch under operation. Details of construction, including joint sealing, not specifically covered shall be as indicated in SMACNA HVAC Duct Const Stds. The plenums and casings shall be constructed to withstand the specified internal pressure of the air systems.

2.8.4.5 Duct Liner

Unless otherwise specified, duct liner shall conform to ASTM C 1071, Type I or II.

2.8.5 Diffusers, Registers, and Grilles

Units shall be factory-fabricated of steel, corrosion-resistant steel, or aluminum and shall distribute the specified quantity of air evenly over space intended without causing noticeable drafts, air movement faster than 50 fpm in occupied zone, or dead spots anywhere in the conditioned area. Outlets for diffusion, spread, throw, and noise level shall be as required for specified performance. Performance shall be certified according to ASHRAE 70. Inlets and outlets shall be sound rated and certified according to ASHRAE 70. Sound power level shall be as indicated. Diffusers and registers shall be provided with volume damper with accessible operator, unless otherwise indicated; or if standard with the manufacturer, an automatically controlled device will be acceptable. Volume dampers shall be opposed blade type for all diffusers and registers, except linear slot diffusers. Linear slot diffusers shall be provided with round or elliptical balancing dampers. Where the inlet and outlet openings are located less than 7 feet above the floor, they shall be protected by a grille or screen according to NFPA 90A.

2.8.5.1 Diffusers

Diffuser types shall be as indicated. Ceiling mounted units shall be furnished with anti-smudge devices, unless the diffuser unit minimizes ceiling smudging through design features. Diffusers shall be provided with air deflectors of the type indicated. Air handling troffers or combination light and ceiling diffusers shall conform to the requirements of UL Elec Const Dir for the interchangeable use as cooled or heated air supply diffusers or return air units. Ceiling mounted units shall be installed with rims tight against ceiling. Sponge rubber gaskets shall be provided between ceiling and surface mounted diffusers for air leakage control. Suitable trim shall be provided for flush mounted diffusers. Duct collar connecting the duct to diffuser shall be airtight and shall not interfere with volume controller. Return or exhaust units shall be similar to supply diffusers.

2.8.5.2 Registers and Grilles

Units shall be four-way directional-control type, except that return and exhaust registers may be fixed horizontal or vertical louver type similar in appearance to the supply register face. Registers shall be provided with sponge-rubber gasket between flanges and wall or ceiling. Wall supply registers shall be installed at least 6 inches below the ceiling unless otherwise indicated. Return and exhaust registers shall be located 6 inches above the floor unless otherwise indicated. Four-way directional control may be achieved by a grille face which can be rotated in 4 positions or by adjustment of horizontal and vertical vanes. Grilles shall be as specified for registers, without volume control damper.

2.8.6 Louvers

Louvers for installation in exterior walls which are associated with the air supply and distribution system shall be as specified in Section 10201 METAL WALL AND DOOR LOUVERS.

2.8.7 Air Vents, Penthouses, and Goosenecks

Air vents, penthouses, and goosenecks shall be fabricated from galvanized steel or aluminum sheets with galvanized or aluminum structural shapes. Sheet metal thickness, reinforcement, and fabrication shall conform to SMACNA HVAC Duct Const Stds. Louver blades shall be accurately fitted and secured to frames. Edges of louver blades shall be folded or beaded for rigidity and baffled to exclude driving rain. Air vents, penthouses, and goosenecks shall be provided with bird screen.

2.8.8 Bird Screens and Frames

Bird screens shall conform to ASTM E 437, No. 2 mesh, aluminum stainless steel. Aluminum screens shall be rated "medium-light". Stainless steel screens shall be rated "light". Frames shall be removable type, or stainless steel or extruded aluminum.

2.9 AIR SYSTEMS EQUIPMENT

2.9.1 Fans

Fans shall be tested and rated according to AMCA 210. Fans may be connected to the motors either directly or indirectly with V-belt drive. V-belt drives shall be designed for not less than 150 percent of the connected driving capacity. Motor sheaves shall be variable pitch for 15 hp and below and fixed pitch as defined by ARI Guideline D. Variable pitch sheaves shall be selected to drive the fan at a speed which will produce the specified capacity when set at the approximate midpoint of the sheave adjustment. When fixed pitch sheaves are furnished, a replaceable sheave shall be provided when needed to achieve system air balance. Motors for V-belt drives shall be provided with adjustable rails or bases. Removable metal guards shall be provided for all exposed V-belt drives, and speed-test openings shall be provided at the center of all rotating shafts. Fans shall be provided with personnel screens or guards on both suction and supply ends, except that the screens need not be provided, unless otherwise indicated, where ducts are connected to the fan. Fan and motor assemblies shall be provided with vibration-isolation supports or mountings as indicated. Vibration-isolation units shall be standard products with published loading ratings. Each fan shall be selected to produce the capacity required at the fan static pressure indicated. Sound power level shall be as indicated. The sound power level values shall be obtained according to AMCA 300. Standard AMCA arrangement, rotation, and discharge shall be as indicated.

2.9.1.1 Centrifugal Fans

Centrifugal fans shall be fully enclosed, single-width single-inlet, or double-width double-inlet, AMCA Pressure Class I, II, or III as required or indicated for the design system pressure. Impeller wheels shall be rigidly constructed, accurately balanced both statically and dynamically. Fan blades may be forward curved, backward-inclined or airfoil design in wheel sizes up to 30 inches. Fan blades for wheels over 30 inches in diameter shall be backward-inclined or airfoil design. Fan wheels over 36 inches in diameter shall have overhung pulleys and a bearing on each side of the wheel. Fan wheels 36 inches or less in diameter may have one or more extra long bearings between the fan wheel and the drive. Bearings shall be sleeve type, self-aligning and self-oiling with oil reservoirs, or precision self-aligning roller or ball-type with accessible grease fittings or permanently lubricated type. Grease fittings shall be connected to tubing and serviceable from a single accessible point. Bearing life shall be L50 rated at not less than 200,000 hours as defined by AFBMA Std 9 and

AFBMA Std 11. Fan shafts shall be steel, accurately finished, and shall be provided with key seats and keys for impeller hubs and fan pulleys. Each fan outlet shall be of ample proportions and shall be designed for the attachment of angles and bolts for attaching flexible connections. Manually operated inlet vanes shall be provided on suction inlets. Manually operated outlet dampers shall be provided. Motors, unless otherwise indicated, shall not exceed 1800 rpm and shall have open drip-proof enclosures. Motor starters shall be magnetic across-the-line type with general-purpose or weather-resistant, watertight enclosure as indicated. Remote manual switch shall be provided where indicated.

2.9.1.2 (DELETED)

2.9.1.3 Ceiling Exhaust Fans

Suspended cabinet-type ceiling exhaust fans shall be centrifugal type, direct-driven. Fans shall have acoustically insulated housing. Integral backdraft damper shall be chatter-proof. The integral face grille shall be of egg-crate design or louver design. Fan motors shall be mounted on vibration isolators. Unit shall be provided with mounting flange for hanging unit from above. Fans shall be U.L. listed.

2.9.2 Coils

Coils shall be fin-and-tube type constructed of seamless copper tubes and aluminum or copper fins mechanically bonded or soldered to the tubes. Copper tube wall thickness shall be a minimum of 0.016 inch. Aluminum fins shall be 0.0055 inch minimum thickness. Copper fins shall be 0.0045 inch minimum thickness. Casing and tube support sheets shall be not lighter than 16 gauge galvanized steel, formed to provide structural strength. When required, multiple tube supports shall be provided to prevent tube sag. Each coil shall be tested at the factory under water at not less than 400 psi air pressure and shall be suitable for 200 psi working pressure. Coils shall be mounted for counterflow service. Coils shall be rated and certified according to ARI 410.

2.9.2.1 Water Coils

Water coils shall be installed with a pitch of not less than 1/8 inch per foot of the tube length toward the drain end. Headers shall be constructed of cast iron, welded steel or copper. Each coil shall be provided with a plugged vent and drain connection extending through the unit casing.

2.9.3 Air Filters

Air filters shall be listed according to requirements of UL 900, except high efficiency particulate air filters of 99.97 percent efficiency by the DOP Test method shall be as listed under the Label Service and shall meet the requirements of UL 586.

2.9.3.1 Extended Surface Pleated Panel Filters

Filters shall be 2 inch depth, sectional, disposable type of the size indicated and shall have an average efficiency of 25 to 30 percent when tested according to ASHRAE 52.1. Initial resistance at 500 feet per minute shall not exceed 0.36 inches water gauge. Filters shall be UL Class 2. Media shall be nonwoven cotton and synthetic fiber mat. A wire support

grid bonded to the media shall be attached to a moisture resistant fiberboard frame. All four edges of the filter media shall be bonded to the inside of the frame to prevent air bypass and increase rigidity.

2.9.3.2 Holding Frames

Frames shall be fabricated from not lighter than 16 gauge sheet steel with rust-inhibitor coating. Each holding frame shall be equipped with suitable filter holding devices. Holding frame seats shall be gasketed. All joints shall be airtight.

2.9.3.3 Filter Gauges

Filter gauges shall be dial type, diaphragm actuated draft and shall be provided for all filter stations, including those filters which are furnished as integral parts of factory fabricated air handling units. Gauges shall be at least 3-7/8 inches in diameter, shall have white dials with black figures, and graduations shall be graduated in 0.01 inch, and shall have a minimum range of 1 inch beyond the specified final resistance for the filter bank on which each gauge is applied. Each gauge shall incorporate a screw operated zero adjustment and shall be furnished complete with two static pressure taps with integral compression fittings, two molded plastic vent valves, two 5 foot minimum lengths of 1/4 inch diameter aluminum or vinyl tubing, and all hardware and accessories for gauge mounting.

2.10 AIR HANDLING UNITS

2.10.1 Factory-Fabricated Air Handling Units

Units shall be single-zone draw-through type. Units shall include fans, coils, airtight insulated casing, filter sections, adjustable V-belt drives, belt guards for externally mounted motors, access sections where indicated, mixing box, vibration-isolators, and appurtenances required for specified operation. Vibration isolators shall be as indicated. Each air handling unit shall have physical dimensions suitable to fit space allotted to the unit and shall have the capacity indicated. Air handling unit shall have published ratings based on tests performed according to ARI 430.

2.10.1.1 Casings

Casing sections shall be single wall type, constructed of a minimum 18 gauge galvanized steel, or 18 gauge steel outer casing protected with a corrosion resistant paint finish according to paragraph FACTORY PAINTING. Casing shall be designed and constructed with an integral structural steel frame such that exterior panels are non-load bearing. Exterior panels shall be individually removable. Removal shall not affect the structural integrity of the unit. Casings shall be provided with inspection doors, access sections, and access doors as indicated. Inspection and access doors shall be insulated, fully gasketed, double-wall type, of a minimum 18 gauge outer and 20 gauge inner panels. Doors shall be rigid and provided with heavy duty hinges and latches. Inspection doors shall be a minimum 12 inches wide by 12 inches high. Access doors shall be minimum 24 inches wide and shall be the full height of the unit casing or a minimum of 6 ft., whichever is less. Access Sections shall be according to paragraph AIR HANDLING UNITS. Drain pan shall be double-bottom type constructed of 16 gauge galvanized steel, pitched to the drain connection. Drain pans shall be constructed water tight, treated to prevent corrosion, and designed for positive condensate drainage. When 2 or more cooling coils are used, with

one stacked above the other, condensate from the upper coils shall not flow across the face of lower coils. Intermediate drain pans or condensate collection channels and downspouts shall be provided, as required to carry condensate to the unit drain pan out of the air stream and without moisture carryover. Each casing section handling conditioned air shall be insulated with not less than 1 inch thick, 1-1/2 pound density coated fibrous glass material having a thermal conductivity not greater than 0.23 Btu/hr-sf-F. Factory applied fibrous glass insulation shall conform to ASTM C 1071, except that the minimum thickness and density requirements do not apply, and shall meet the requirements of NFPA 90A. Foam-type insulation is not acceptable. Foil-faced insulation shall not be an acceptable substitute for use on double-wall access doors and inspections doors and casing sections. Duct liner material, coating, and adhesive shall conform to fire-hazard requirements specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS. Exposed insulation edges and joints where insulation panels are butted together shall be protected with a metal nosing strip or shall be coated to conform to meet erosion resistance requirements of ASTM C 1071. A latched and hinged inspection door, shall be provided in the fan and coil sections. Additional inspection doors, access doors and access sections shall be provided where indicated.

2.10.1.2 Cooling Coils

Coils shall be provided as specified in paragraph AIR SYSTEMS EQUIPMENT, for types indicated.

2.10.1.3 Air Filters

Air filters shall be as specified in paragraph AIR SYSTEMS EQUIPMENT for types and thickness indicated.

2.10.1.4 Fans

Fans shall be double-inlet, centrifugal type with each fan in a separate scroll. Fans and shafts shall be dynamically balanced prior to installation into air handling unit, then the entire fan assembly shall be statically and dynamically balanced at the factory after it has been installed in the air handling unit. Fans shall be mounted on steel shafts accurately ground and finished. Fan bearings shall be sealed against dust and dirt and shall be precision self-aligning ball or roller type. Bearing life shall be L50 rated at not less than 200,000 hours as defined by AFBMA Std 9 and AFBMA Std 11. Bearings shall be permanently lubricated or lubricated type with lubrication fittings readily accessible at the drive side of the unit. Bearings shall be supported by structural shapes, or die formed sheet structural members, or support plates securely attached to the unit casing. Bearings may not be fastened directly to the unit sheet metal casing. Fans and scrolls shall be furnished with coating indicated. Fans shall be driven by a unit-mounted or a floor-mounted motor connected to fans by V-belt drive complete with belt guard for externally mounted motors. Belt guards shall be the three sided enclosed type with solid or expanded metal face. Belt drives shall be designed for not less than a 1.3 service factor based on motor nameplate rating. Motor sheaves shall be variable pitch for 25 hp and below and fixed pitch above 25 hp as defined by ARI Guideline D. Where fixed sheaves are required, variable pitch sheaves may be used during air balance, but shall be replaced with an appropriate fixed sheave after air balance is completed. Variable pitch sheaves shall be selected to drive the fan at a speed that will produce the specified capacity when set at the approximate midpoint of the sheave adjustment. Motors for V-belt drives shall be provided with adjustable

bases. Fan motors shall have open dripproof enclosures. Motor starters shall be magnetic across-the-line type with general-purpose enclosures. Unit fan or fans shall be selected to produce the required capacity at the fan static pressure. Sound power level shall be as indicated. The sound power level values shall be obtained according to AMCA 300 or ASHRAE 68.

2.10.1.5 Access Sections and Filter/Mixing Boxes

Access sections shall be provided where indicated and shall be furnished with access doors as shown. Access sections and filter/mixing boxes shall be constructed in a manner identical to the remainder of the unit casing and shall be equipped with access doors. Mixing boxes shall be designed to minimize air stratification and to promote thorough mixing of the air streams.

2.10.1.6 Dampers

Dampers shall be as specified in paragraph CONTROLS.

2.11 FAN-COIL UNITS

2.11.1 Room Fan-Coil Units

Base units shall include galvanized coil casing, coil assembly drain pan valve and piping package, outside air damper, wall intake box, air filter, fans, motor, fan drive, and motor switch, plus an enclosure for cabinet models and casing for concealed models. Leveling devices integral with the unit shall be provided for vertical type units. Sound power levels shall be as indicated. Sound power level data or values for these units shall be obtained according to test procedures based on ARI 350. Sound power values apply to units provided with factory fabricated cabinet enclosures and standard grilles. Values obtained for the standard cabinet models will be acceptable for concealed models without separate test provided there is no variation between models as to the coil configuration, blowers, motor speeds, or relative arrangement of parts. Automatic valves and controls shall be provided as specified in paragraph CONTROLS. Each unit shall be fastened securely to the building structure. Capacity of the units shall be as indicated. Room fan-coil units shall be certified as complying with ARI 440, and shall meet the requirements of UL 1995.

2.11.1.1 Enclosures

Enclosures shall be fabricated of not lighter than 18 gaugesteel, reinforced and braced. Front panels of enclosures shall be removable and provided with 1/2 inch thick dual density fibrous glass insulation. The exposed side shall be high density, erosion-proof material suitable for use in air streams with velocities up to 4,500 fpm. Discharge grille shall be adjustable and shall be of such design as to properly distribute air throughout the conditioned space. Plastic discharge and return grilles are not acceptable. Ferrous metal surfaces shall be galvanized or factory finished with corrosion resistant enamel. Access doors or removable panels shall be provided for piping and control compartments. Duct discharge collar shall be provided for concealed models. Enclosures shall have easy access for filter replacement.

2.11.1.2 Fans

Fans shall be galvanized steel or aluminum, multiblade, centrifugal type. In lieu of metal, fans and scrolls may be non-metallic materials of

suitably reinforced compounds. Fans shall be dynamically and statically balanced. Surfaces shall be smooth. Assemblies shall be accessible for maintenance. Disassembly and re-assembly shall be by means of mechanical fastening devices and not by epoxies or cements.

2.11.1.3 Coils

Coils shall be constructed of not less than 3/8 inch outside diameter seamless copper tubing, with copper or aluminum fins mechanically bonded or soldered to the tubes. Coils shall be provided with not less than 1/2 inch outside diameter flare or sweat connectors, accessory piping package with thermal connections suitable for connection to the type of control valve supplied, and manual air vent. Coils shall be tested hydrostatically at 300 psi or under water at 250 psi air pressure and suitable for 200 psi working pressure. Provisions shall be made for coil removal.

2.11.1.4 Drain Pans

Drain and drip pans shall be sized and located to collect all water condensed on and dripping from any item within the unit enclosure or casing. Drain pans shall be constructed of die-formed 21 gauge type 304 stainless steel, thermally insulated to prevent condensation. Insulation shall have a flame spread rating not over 25 without evidence of continued progressive combustion, a smoke developed rating no higher than 50, and shall be of a waterproof type or coated with a waterproofing material. Drain pans shall be pitched to drain. Minimum 3/4 inch NPT or 5/8 inch OD drain connection shall be provided in drain pan. Auxiliary drain pans to catch drips from control and piping packages, eliminating insulation of the packages, may be plastic; if metal the auxiliary pans shall be constructed of not lighter than 21 gauge steel, galvanized after fabrication or of die-formed 22 gauge steel, formed from a single sheet, galvanized after fabrication, and insulated as specified above. Insulation at control and piping connections thereto shall extend 1 inch minimum over the auxiliary drain pan.

2.11.1.5 Manually Operated Outside Air Dampers

Manually operated outside air dampers shall be provided according to the arrangement indicated. Dampers shall be parallel airfoil type and of galvanized construction. Blades shall rotate on stainless steel or nylon sleeve bearings.

2.11.1.6 Filters

Filters shall be of the fiberglass disposable type, 1 inch thick, conforming to CID A-A-1419. Filters in each unit shall be removable without the use of tools.

2.11.1.7 Motors

Motors shall be of the permanent split-capacitor type with built-in thermal overload protection, directly connected to unit fans. Motor switch shall be two or three speeds and off, manually operated, and shall be mounted on an identified plate adjacent to the room thermostat as indicated. In lieu of the above fan speed control, a solid-state variable-speed controller having a minimum speed reduction of 50 percent may be provided. Motors shall have permanently-lubricated or oilable sleeve-type or combination ball and sleeve-type bearings with vibration isolating mountings suitable for continuous duty. Motor power consumption, shown in watts, at the fan

operating speed selected to meet the specified capacity shall not exceed the following values:

Free Discharge Motors

Unit Capacity (cfm)	Maximum Power Consumption (Watts)		
	115V	230V	277V
200	70	110	90
300	100	110	110
400	170	150	150
600	180	210	220
800	240	240	230
1000	310	250	270
1200	440	400	440

High Static Motors

Unit Capacity (cfm)	Maximum Power Consumption (Watts)
200	145
300	145
400	210
600	320
800	320
1000	530
1200	530

2.11.2 Reheat Units

Electric Resistance Heaters: Electric resistance heaters shall be provided integral with the fan coil units and shall consist of a nickel-chromium resistor mounted on refractory material and a steel or aluminum frame for attachment to ductwork. Electric duct heater shall meet the requirement of Underwriters Laboratories and NFPA 70 and shall be provided with a built-in or surface-mounted high-limit thermostat. Electric duct heaters shall be interlocked electrically so that heaters cannot be energized unless the fan is running.

2.12 FACTORY PAINTING

Units which are not of galvanized construction according to ASTM A 123/A 123M or ASTM A 924/A 924M shall be factory painted with a corrosion resisting paint finish. Internal and external ferrous metal surfaces shall be cleaned, phosphatized and coated with a paint finish which has been tested according to ASTM B 117, ASTM D 1654, and ASTM D 3359. Evidence of satisfactory paint performance for a minimum of 125 hours for units to be installed indoors and 500 hours for units to be installed outdoors shall be submitted. Rating of failure at the scribe mark shall be not less than 6, average creepage not greater than 1/8 inch. Rating of the inscribed area shall not be less than 10, no failure. On units constructed of galvanized steel which have been welded, exterior surfaces of welds or welds that have burned through from the interior shall receive a final shop docket of zinc-rich protective paint according to ASTM D 520 Type I.

PART 3 EXECUTION

3.1 INSTALLATION

Work shall be installed as shown and according to the manufacturer's diagrams and recommendations.

3.1.1 Piping

Pipe and fitting installation shall conform to the requirements of ASME B31.1. Pipe shall be cut accurately to measurements established at the jobsite, and worked into place without springing or forcing, completely clearing all windows, doors, and other openings. Cutting or other weakening of the building structure to facilitate piping installation will not be permitted without written approval. Pipe or tubing shall be cut square, shall have burrs removed by reaming, and shall permit free expansion and contraction without causing damage to the building structure, pipe, joints, or hangers. Changes in direction shall be made with fittings, except that bending of pipe 4 inches and smaller will be permitted, provided a pipe bender is used and wide sweep bends are formed. The centerline radius of bends shall not be less than 6 diameters of the pipe. Bent pipe showing kinks, wrinkles, flattening, or other malformations will not be accepted. Horizontal supply mains shall pitch down in the direction of flow as indicated. The grade shall be not less than 1 inch in 40 feet. Reducing fittings shall be used for changes in pipe sizes. Open ends of pipelines and equipment shall be capped or plugged during installation to keep dirt or other foreign materials out of the system. Pipe not otherwise specified shall be uncoated. Connections to appliances shall be made with malleable iron unions for steel pipe 2-1/2 inch or less in diameter, and with flanges for pipe 3 inches and larger. Connections between ferrous and copper piping shall be electrically isolated from each other with dielectric unions or flanges. All piping located in air plenums shall conform to NFPA 90A requirements. Pipe and fittings installed in inaccessible conduits or trenches under concrete floor slabs shall be welded.

3.1.1.1 Joints

- a. Threaded Joints: Threaded joints shall be made with tapered threads and made tight with a stiff mixture of graphite and oil or polytetrafluoroethylene tape or equivalent thread joint compound or material, applied to the male threads only.
- b. Soldered Joints: Joints in copper tubing shall be cut square with ends reamed, and all filings and dust wiped from interior of pipe. Joints shall be soldered with 95/5 solder or brazed with silver solder applied and drawn through the full fitting length. Care shall be taken to prevent annealing of tube or fittings when making connections. Joints 2-1/2 inch and larger shall be made with heat uniformly around the entire circumference of the joint with a multi-flame torch. Connections in floor slabs shall be brazed. Excess solder shall be wiped from joint before solder hardens. Solder flux shall be liquid or paste form, non-corrosive and conform to ASTM B 813.
- c. Welded Joints: Welding shall be according to qualified procedures using qualified welders and welding operators. Procedures and welders shall be qualified according to ASME BPV IX. Welding procedures qualified by others and welders and welding operators qualified by another operator may be permitted by ASME B31.1. All

welds shall be permanently identified by imprinting the welder's or welding operator's assigned symbol adjacent to the weld. Welded joints shall be fusion welded unless otherwise required. Changes in direction of piping shall be made with welding fittings only; mitering or notching pipe to form elbows and tees or other similar type construction will not be permitted. Branch connections may be made with either welding tees or branch outlet fittings. Branch outlet fittings shall be forged, flared for improvement of flow where attached to the run, and reinforced against external strains. Beveling, alignment, heat treatment and inspection of weld shall conform to ASME B31.1. Weld defects shall be removed and repairs made to the weld, or the weld joints shall be entirely removed and rewelded. Electrodes shall be stored and dried according to AWS D1.1 or as recommended by the manufacturer. Electrodes that have been wetted or that have lost any of their coating shall not be used.

3.1.1.2 Grooved Mechanical Joints

Grooves shall be prepared according to the coupling manufacturer's instructions. Pipe and groove dimensions shall comply with the tolerances specified by the coupling manufacturer. The diameter of grooves made in the field shall be measured using a "go/no-go" gauge, vernier or dial caliper, or narrow-land micrometer. Groove width and dimension of groove from end of pipe shall be measured and recorded for each change in grooving tool setup to verify compliance with coupling manufacturer's tolerances. Grooved joints shall not be used in concealed locations.

3.1.1.3 Flanges and Unions

Except where copper tubing is used, union or flanged joints shall be provided in each line immediately preceding the connection to each piece of equipment or material requiring maintenance such as coils, pumps, control valves, and other similar items.

3.1.2 Supports

3.1.2.1 General

Hangers used to support piping 2 inches and larger shall be fabricated to permit adequate adjustment after erection while still supporting the load. Pipe guides and anchors shall be installed to keep pipes in accurate alignment, to direct the expansion movement, and to prevent buckling, swaying, and undue strain. Piping subjected to vertical movement when operating temperatures exceed ambient temperatures shall be supported by variable spring hangers and supports or by constant support hangers. Contractor shall be responsible to provide the flexibility in the lines to account for thermal expansion.

3.1.2.2 Seismic Requirements (Pipe Supports and Structural Bracing)

Piping and attached valves shall be supported and braced to resist seismic loads as specified under Section 15070 SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT. Structural steel required for reinforcement to properly support piping, headers, and equipment but not shown shall be provided under this section.

3.1.2.3 Pipe Hangers, Inserts and Supports

Pipe hangers, inserts, and supports shall conform to MSS SP-58 and MSS SP-69, except as modified herein. Types 5, 12, and 26 shall not be used.

- a. Hangers: Type 3 shall not be used on insulated piping.
- b. Inserts: Type 18 inserts shall be secured to concrete forms before concrete is placed. Continuous inserts which allow more adjustment may be used if they otherwise meet the requirements for Type 18 inserts.
- c. C-Clamps: Type 19 and 23 C-clamps shall be torqued per MSS SP-69 and have both locknuts and retaining devices, furnished by the manufacturer. Field-fabricated C-clamp bodies or retaining devices are not acceptable.
- d. Angle Attachments: Type 20 attachments used on angles and channels shall be furnished with an added malleable-iron heel plate or adapter.
- e. Hangers: Type 24 may be used only on trapeze hanger systems or on fabricated frames.
- f. Type 39 saddles shall be used on all insulated pipe 4 inches and larger when the temperature of the medium is above 60 degrees F. Type 39 saddles shall be welded to the pipe.
- g. Type 40 shields shall:
 - (1) be used on all insulated pipes less than 4 inches.
 - (2) be used on all insulated pipes 4 inches and larger when the temperature of the medium is 60 degrees or less.
 - (3) have a high density insert for pipe 2 inches and larger, and for smaller pipe when the insulation shows signs of being visibly compressed, or when the insulation or jacket shows visible signs of distortion at or near the type 40 shield. High density inserts shall have a density of 9 pcf or greater.
- h. Horizontal Pipe Supports: Horizontal pipe supports shall be spaced as specified in MSS SP-69 and a support shall be installed not over 1 foot from the pipe fitting joint at each change in direction of the piping. Pipe supports shall be spaced not over 5 feet apart at valves. Pipe hanger loads suspended from steel joist with hanger loads between panel points in excess of 50 pounds shall have the excess hanger loads suspended from panel points.
- i. Vertical Pipe Supports: Vertical pipe shall be supported at each floor, except at slab-on-grade, and at intervals of not more than 15 feet, not more than 8 feet from end of risers, and at vent terminations.
- j. Insulated Pipe: Insulation on horizontal pipe shall be continuous through hangers for hot and cold piping. Other requirements on insulated pipe are specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

3.1.3 Anchors

Anchors shall be provided wherever necessary or indicated to localize expansion or to prevent undue strain on piping. Anchors shall consist of heavy steel collars with lugs and bolts for clamping and attaching anchor braces, unless otherwise indicated. Anchor braces shall be installed in the most effective manner to secure the desired results using turnbuckles where required. Supports, anchors, or stays shall not be attached where they will injure the structure or adjacent construction during installation or by the weight of expansion of the pipeline.

3.1.4 Pipe Sleeves

Sleeves shall not be installed in structural members except where indicated or approved. Rectangular and square openings shall be as detailed. Each sleeve shall extend through its respective wall, floor, or roof, and shall be cut flush with each surface. Pipes passing through concrete or masonry wall or concrete floors or roofs shall be provided with pipe sleeves fitted into place at the time of construction. Unless otherwise indicated, sleeves shall provide a minimum of 1/4 inch all-around clearance between bare pipe and sleeves or between jacket over insulation and sleeves. Sleeves in bearing walls, waterproofing membrane floors, and wet areas shall be steel pipe or cast iron pipe. Sleeves in non-bearing walls, floors, or ceilings may be steel pipe, cast iron pipe, galvanized sheet metal with lock-type longitudinal seam and of the metal thickness indicated, or moisture resistant fiber or plastic. Except in pipe chases or interior walls, the annular space between pipe and sleeve or between jacket over insulation and sleeve, in non-fire rated walls, shall be sealed as indicated and specified in Section 07900 JOINT SEALING. Pipes passing through wall waterproofing membrane shall be sleeved as specified above, and a waterproofing clamping flange shall be installed as indicated.

3.1.4.1 Roof and Floor Sleeves

Pipes passing through roof or floor waterproofing membrane shall be installed through a 17-ounce copper sleeve or a 0.032 inch thick aluminum sleeve, each within an integral skirt or flange. Flashing sleeve shall be suitably formed, and skirt or flange shall extend not less than 8 inches from the pipe and shall be set over the roof or floor membrane in a troweled coating of bituminous cement. Unless otherwise shown, the flashing sleeve shall extend up the pipe a minimum of 2 inches above highest floor level or a minimum of 10 inches above the roof. The annular space between the flashing sleeve and the bare pipe or between the flashing sleeve and the metal-jacket-covered insulation shall be sealed as indicated. Pipes up to and including 10 inches in diameter passing through roof or floor waterproofing membrane may be installed through a cast iron sleeve with caulking recess, anchor lugs, flashing clamp device, and pressure ring with brass bolts. Waterproofing membrane shall be clamped into place and sealant shall be placed in the caulking recess. In lieu of a waterproofing clamping flange and caulking and sealing of annular space between pipe and sleeve or conduit and sleeve, a modular mechanical type sealing assembly may be installed. Seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe/conduit and sleeve with corrosion protected carbon steel bolts, nuts, and pressure plates. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and each nut. After the seal assembly is properly positioned in the sleeve, tightening of the bolt shall cause the rubber sealing elements to expand and provide a watertight seal between the pipe/conduit and the sleeve. Each seal assembly shall be sized as recommended by the manufacturer to fit the pipe/conduit and sleeve involved.

3.1.4.2 Fire Seal

Where pipes pass through firewalls, fire partitions, or floors, a fire seal shall be provided as specified in Section 07840 FIRESTOPPING.

3.1.4.3 Escutcheons

Escutcheons shall be provided at finished surfaces where exposed piping, bare or insulated, passes through floors, walls, or ceilings except in boiler, utility, or equipment rooms. Where sleeves project slightly from floors, special deep-type escutcheons shall be used. Escutcheons shall be secured to pipe or pipe covering.

3.1.5 Condensate Drain Lines

Water seals shall be provided in the condensate drain from all units. The depth of each seal shall be 2 inches plus the number of inches, measured in water gauge, of the total static pressure rating of the unit to which the drain is connected. Water seals shall be constructed of 2 tees and an appropriate U-bend with the open end of each tee plugged. Pipe cap or plug cleanouts shall be provided where indicated. Drains indicated to connect to the sanitary waste system shall be connected by an indirect waste fitting. Air conditioner drain lines shall be insulated as specified in Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

3.1.6 Air Vents and Drains

3.1.6.1 Vents

Air vents shall be provided at high points, on water coils, and where indicated to ensure adequate venting of the piping system.

3.1.6.2 Drains

Drains shall be provided at low points and where indicated to ensure complete drainage of the piping. Drains shall be accessible, and shall consist of nipples and caps or plugged tees unless otherwise indicated.

3.1.7 Valves

Isolation gate or ball valves shall be installed on each side of each piece of equipment such as pumps, heaters, heating or cooling coils, and other similar items, at the midpoint of all looped mains, and at any other points indicated or required for draining, isolating, or sectionalizing purposes. Isolation valves may be omitted where balancing cocks are installed to provide both balancing and isolation functions. Each valve except check valves shall be identified. Valves in horizontal lines shall be installed with stems horizontal or above.

3.1.8 Equipment and Installation

Frames and supports shall be provided for tanks, compressors, pumps, valves, air handling units, fans, coils, dampers, and other similar items requiring supports. Air handling units shall be floor mounted or ceiling hung, as indicated. The method of anchoring and fastening shall be as detailed. Floor-mounted equipment, unless otherwise indicated, shall be set on not less than 6 inch concrete pads or curbs doweled in place. Concrete foundations for circulating pumps shall be heavy enough to

minimize the intensity of the vibrations transmitted to the piping and the surrounding structure, as recommended in writing by the pump manufacturer. In lieu of a concrete pad foundation, a concrete pedestal block with isolators placed between the pedestal block and the floor may be provided. The concrete foundation or concrete pedestal block shall be of a mass not less than three times the weight of the components to be supported. Lines connected to the pump mounted on pedestal blocks shall be provided with flexible connectors. Foundation drawings, bolt-setting information, and foundation bolts shall be furnished prior to concrete foundation construction for all equipment indicated or required to have concrete foundations. Concrete for foundations shall be as specified in Section 03307 CONCRETE FOR MINOR STRUCTURES.

3.1.9 Access Panels

Access panels shall be provided for concealed valves, vents, controls, dampers, and items requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced and maintained or completely removed and replaced. Access panels shall be as specified in Section 05500 MISCELLANEOUS METALS.

3.1.10 Flexible Connectors

Pre-insulated flexible connectors and flexible duct shall be attached to other components in accordance with the latest printed instructions of the manufacturer to ensure a vapor tight joint. Hangers, when required to suspend the connectors, shall be of the type recommended by the connector or duct manufacturer and shall be provided at the intervals recommended.

3.1.11 Sleeved and Framed Openings

Space between the sleeved or framed opening and the duct or the duct insulation shall be packed as specified in Section 07840 FIRESTOPPING for fire rated penetrations. For non-fire rated penetrations, the space shall be packed as specified in Section 07900 JOINT SEALING.

3.1.12 Metal Ductwork

Installation shall be according to SMACNA HVAC Duct Const Stds unless otherwise indicated. Duct supports for sheet metal ductwork shall be according to SMACNA HVAC Duct Const Stds, unless otherwise specified. Friction beam clamps indicated in SMACNA HVAC Duct Const Stds shall not be used. Risers on high velocity ducts shall be anchored in the center of the vertical run to allow ends of riser to move due to thermal expansion. Supports on the risers shall allow free vertical movement of the duct. Supports shall be attached only to structural framing members and concrete slabs. Supports shall not be anchored to metal decking unless a means is provided and approved for preventing the anchor from puncturing the metal decking. Where supports are required between structural framing members, suitable intermediate metal framing shall be provided. Where C-clamps are used, retainer clips shall be provided.

3.1.13 Dust Control

To prevent the accumulation of dust, debris and foreign material during construction, temporary dust control protection shall be provided. The distribution system (supply and return) shall be protected with temporary seal-offs at all inlets and outlets at the end of each day's work. Temporary protection shall remain in place until system is ready for

startup.

3.1.14 Insulation

Thickness and application of insulation materials for ductwork, piping, and equipment shall be according to Section 15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS.

3.1.15 Duct Test Holes

Holes with closures or threaded holes with plugs shall be provided in ducts and plenums as indicated or where necessary for the use of pitot tube in balancing the air system. Extensions, complete with cap or plug, shall be provided where the ducts are insulated.

3.1.16 Power Transmission Components Adjustment

V-belts and sheaves shall be tested for proper alignment and tension prior to operation and after 72 hours of operation at final speed. Belts on drive side shall be uniformly loaded, not bouncing. Alignment of direct driven couplings shall be to within 50 percent of manufacturer's maximum allowable range of misalignment.

3.2 FIELD PAINTING AND COLOR CODE MARKING

Finish painting of items only primed at the factory, surfaces not specifically noted otherwise, and color code marking for piping shall be as specified in Section 09900 PAINTING, GENERAL.

3.3 PIPING HYDROSTATIC TEST

After cleaning, water piping shall be hydrostatically tested at a pressure equal to 150 percent of the total system operating pressure for period of time sufficient to inspect every joint in the system and in no case less than 2 hours. Leaks shall be repaired and piping retested until test is successful. No loss of pressure will be allowed. Leaks shall be repaired by re-welding or replacing pipe or fittings. Caulking of joints will not be permitted. Concealed and insulated piping shall be tested in place before covering or concealing.

3.4 CLEANING AND ADJUSTING

Pipes shall be cleaned free of scale and thoroughly flushed of foreign matter. A temporary bypass shall be provided for water coils to prevent flushing water from passing through coils. Strainers and valves shall be thoroughly cleaned. Prior to testing and balancing, air shall be removed from water systems by operating the air vents. Temporary measures, such as piping the overflow from vents to a collecting vessel shall be taken to avoid water damage during the venting process. Air vents shall be plugged or capped after the system has been vented. Inside of room fan-coil units, ducts, plenums, and casing shall be thoroughly cleaned of debris and blown free of small particles of rubbish and dust and then shall be vacuum cleaned before installing outlet faces. Equipment shall be wiped clean, with traces of oil, dust, dirt, or paint spots removed. Temporary filters shall be provided prior to startup of all fans that are operated during construction, and new filters shall be installed after all construction dirt has been removed from the building, and the ducts, plenums, casings, and other items specified have been vacuum cleaned. System shall be maintained in this clean condition until final acceptance. Bearings shall

be properly lubricated with oil or grease as recommended by the manufacturer. Belts shall be tightened to proper tension. Control valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed. Fans shall be adjusted to the speed indicated by the manufacturer to meet specified conditions.

3.5 TESTING, ADJUSTING, AND BALANCING

Testing, adjusting, and balancing shall be as specified in Section 15990 TESTING, ADJUSTING AND BALANCING OF HVAC SYSTEMS. Testing, adjusting, and balancing shall begin only when the air supply and distribution, including controls, has been completed, with the exception of performance tests.

3.6 PERFORMANCE TESTS

After testing, adjusting, and balancing has been completed as specified, each system shall be tested as a whole to see that all items perform as integral parts of the system and temperatures and conditions are evenly controlled throughout the building. Corrections and adjustments shall be made as necessary to produce the conditions indicated or specified. Capacity tests and general operating tests shall be conducted by an experienced engineer. Tests shall cover a period of not less than 5 days for each system and shall demonstrate that the entire system is functioning according to the specifications. Coincidental chart recordings shall be made at points indicated on the drawings for the duration of the time period and shall record the temperature at space thermostats or space sensors, the humidity at space humidistats or space sensors and the ambient temperature and humidity in a shaded and weather protected area.

3.7 FIELD TRAINING

The Contractor shall conduct a training course for operating and maintenance personnel as designated by the Contracting Officer. Training shall be provided for a period of 16 hours of normal working time and shall start after the system is functionally complete but prior to the performance tests. The field instruction shall cover all of the items contained in the approved Operating and Maintenance Instructions.

-- End of Section --